

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-R7-10-10248		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
U.S. EPA Region VII PLMG/RFMB/AAMS 901 North 5th Street Kansas City, KS 66101				U.S. EPA Region VII PLMG/RFMB/AAMS 901 North 5th Street Kansas City, KS 66101			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Block 7 until 12:00 PM local time 5/25/2010
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.216-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME MARIE D. NOEL		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 913 551-7176		C. E-MAIL ADDRESS NOEL.MARIE@EPA.GOV	
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
				ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711	
				CODE:	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusableSTANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

ITEMS ALTERNATE I (OCT 2008)

B.2 PRICING SCHEDULE

BASE PERIOD

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	300 Properties	1	LOT		\$ _____
0002	Option Properties (200)	1	LOT		\$ _____
0003	Option Properties (200)	1	LOT		\$ _____
0004	Lead Based Paint Stabilization	2,000	HR	\$ _____	\$ _____
0005	Sod Work	100,000	SqYd	\$ _____	\$ _____
0006	Transportation & Disposal	3,200	TON	\$ _____	\$ _____
0007	Excavation/Backfill	3,000	CuYd	\$ _____	\$ _____
0008	Non-routine Property	75	EA	\$ _____	\$ _____
0009	ODC - Miscellaneous Costs for Non-Routine Properties	NOT TO EXCEED			\$ <u>250,000.00</u>

0010	Incentive #1 Satisfaction (2.5% of CLIN 0001)	1	EA	\$ _____
0011	Incentive #1 Satisfaction (2.5% of CLIN 0002 or 0003)	1	EA	\$ _____
0012	Incentive #2 Local Buy (2.5% of CLIN 0001)	1	EA	\$ _____
0013	Incentive #2 Local Buy (2.5% of CLIN 0002 or 0003)	1	EA	\$ _____
0014	Incentive #3 Environmental Justice Local Buy (2.5% of CLIN 0002 or 0003)	1	EA	\$ _____
0015	Negative Incentive #1 for Open Properties (Assessed for each instance)	1	EA	\$ <u>(1,000.00)</u>
0016	Negative Incentive #2 for Diesel emissions and use of bio-fuels (Assessed once each contract year)	1	EA	\$ _____

BASE PERIOD GRAND TOTAL \$ _____
(CLINS 0001 THRU 0014)

NOTE: CLINS 0001 thru 0008 pricing includes labor, equipment, and materials to perform the activity.

OPTION PERIOD I

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1001	300 Properties	1	LOT		\$ _____
1002	Option Properties (200)	1	LOT		\$ _____
1003	Option Properties (200)	1	LOT		\$ _____

1004	Lead Based Paint Stabilization	2,000	HR	\$ _____	\$ _____
1005	Sod Work	100,000	SqYd	\$ _____	\$ _____
1006	Transportation & Disposal	3,200	TON	\$ _____	\$ _____
1007	Excavation/Backfill	3,000	CuYd	\$ _____	\$ _____
1008	Non-routine Property	75	EA	\$ _____	\$ _____
1009	ODC - Miscellaneous Costs for Non-Routine Properties	NOT TO EXCEED			\$ <u>250,000.00</u>
1010	Incentive #1 Satisfaction (2.5% of CLIN 1001)	1	EA		\$ _____
1011	Incentive #1 Satisfaction (2.5% of CLIN 1002 or 1003)	1	EA		\$ _____
1012	Incentive #2 Local Buy (2.5% of CLIN 1001)	1	EA		\$ _____
1013	Incentive #2 Local Buy (2.5% of CLIN 1002 or 1003)	1	EA		\$ _____
1014	Incentive #3 Environmental Justice Local Buy (2.5% of CLIN 1002 or 1003)	1	EA		\$ _____
1015	Negative Incentive #1 for Open Properties (Assessed for each instance)	1	EA		\$ _____
1016	Negative Incentive #2 for Diesel emissions and use of bio-fuels (Assessed once each contract year)	1	EA		\$ _____
OPTION PERIOD I GRAND TOTAL (CLINS 1001 THRU 1014)					\$ _____

NOTE: CLINS 1001 thru 1008 pricing includes labor, equipment, and materials to perform the activity.

OPTION PERIOD II

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2001	300 Properties	1	LOT		\$ _____
2002	Option Properties (200)	1	LOT		\$ _____
2003	Option Properties (200)	1	LOT		\$ _____
2004	Lead Based Paint Stabilization	2,000	HR	\$ _____	\$ _____
2005	Sod Work	100,000	SqYd	\$ _____	\$ _____
2006	Transportation & Disposal	3,200	TON	\$ _____	\$ _____
2007	Excavation/Backfill	3,000	CuYd	\$ _____	\$ _____
2008	Non-routine Property	75	EA	\$ _____	\$ _____
2009	ODC - Miscellaneous Costs for Non-Routine Properties	NOT TO EXCEED			\$ <u>250,000.00</u>
2010	Incentive #1 Satisfaction (2.5% of CLIN 2001)	1	EA		\$ _____
2011	Incentive #1 Satisfaction (2.5% of CLIN 2002 or 2003)	1	EA		\$ _____
2012	Incentive #2 Local Buy (2.5% of CLIN 2001)	1	EA		\$ _____
2013	Incentive #2 Local Buy (2.5% of CLIN 2002 or 2003)	1	EA		\$ _____
2014	Incentive #3 Environmental Justice Local Buy	1	EA		\$ _____
2015	Negative Incentive #1 for Open Properties	1	EA		\$ _____

(Assessed for each
instance)

2016	Negative Incentive #2 for Diesel emissions and use of bio-fuels (Assessed once each contract year)	1	EA	\$_____
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OPTION PERIOD II GRAND TOTAL \$_____
(CLINS 2001 THRU 2014)

NOTE: CLINS 2001 thru 2008 pricing includes labor, equipment, and materials to perform the activity.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.211-79	OCT 2000	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-12	AUG 1996	INSPECTION OF CONSTRUCTION
52.246-13	AUG 1996	INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS

E.2 INSPECTION OF SERVICES--FIXED-PRICE (FAR 52.246-4) (AUG 1996)

(a) *Definitions.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to

take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Dan Garvey is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

On-site at residential properties in Omaha, NE

SECTION F - DELIVERIES OR PERFORMANCE**F.1 PERFORMANCE OF WORK BY THE CONTRACTOR (FAR 52.236-1) (SEP 2006)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 51% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

F.2 SUSPENSION OF WORK (FAR 52.242-14) (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

F.3 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from date of contract award through 12 month thereafter unless Option Periods are exercised exclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer: Daniel Garvey (913)551-7600

Administrative Contracting Officer: Marie D. Noel (913)551-7176

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.203-71	AUG 2000	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
1552.208-70	DEC 2005	PRINTING
1552.209-71	MAY 1994	ORGANIZATIONAL CONFLICTS OF INTEREST
1552.209-74	OCT 2005	LIMITATION OF FUTURE CONTRACTING (RAC)
1552.209-74	OCT 2005	LIMITATION OF FUTURE CONTRACTING (SITE SPECIFIC) ALTERNATE VI (DEC 2005)
1552.209-76	OCT 2002	CONTRACTOR PERFORMANCE EVALUATIONS
1552.227-76	MAY 1994	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT
1552.235-70	APR 1984	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
1552.235-71	APR 1984	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
1552.235-79	APR 1996	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION
1552.237-75	APR 1984	PAPERWORK REDUCTION ACT

H.2 DIFFERING SITE CONDITIONS (FAR 52.236-2) (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the

written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

H.3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (FAR 52.236-3) (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

H.4 PHYSICAL DATA

Data and information furnished to the contractor under this acquisition is considered information only. The EPA is not responsible for any interpretation of or conclusion drawn from the data and/or information by the contractor.

H.5 OPTION QUANTITIES

Contract line items for option quantities are not guaranteed. Option quantities, if exercised, will be issued by written notice to the contractor via modification to the contract. However, it should be noted that EPA is not responsible for reimbursement of quantities ordered (exercised) but not delivered. In such event, the LOT price will be divided by 200 to arrive at the per property price for payment purposes.

H.6 OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR

1552.217-77) (OCT 2000)

The Government has the option to extend the term of this contract for 2 additional period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

<u>Period</u>	<u>Start date</u>	<u>End date</u>
Base Period	Award Date	Award Date + 12 Months
Option Period I	Award Date + 12 Months	Award Date + 24 Months
Option Period II	Award Date + 24 Months	Award Date + 36 Months

(b) During the option period(s) the Contractor shall provide the services described below:

Required services are the same for each contract year.

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

See Pricing Schedule

H.7 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a) (1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.8 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.9 Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager: _____ Phone/Email: _____

Foreman: _____ Phone/Email: _____

(b) During the first 90 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify

the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.10 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.11 CONFIDENTIALITY OF INFORMATION

Any data obtained or generated during contract performance shall be considered confidential and shall not be disclosed to anyone other than the EPA without the prior written approval of the Contracting Officer. Data collected shall not be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the EPA at the request of the Contracting Officer.

H.12 HEALTH AND SAFETY

The nature of the work to be performed under this contract is inherently hazardous.

EPA personnel may review the contractor's health and safety plan for sufficiency. The contractor shall ensure that all contractor personnel working at the site follow the requirements and instructions of the Health & Safety Plan. The required level of protection shall be specified by the H&S plan and shall be followed by the contractor. (The levels of protection are defined in the performance work statement.) If the contractor elects to use a higher level of protection than that specified, any additional costs associated with the higher level shall be borne by the contractor and will not be reimbursed.

H.13 ACCESS RIGHTS AND ACCESS AGREEMENTS

The contractor shall obtain access rights and access agreements as necessary to fulfill the requirements of this contract as specified in the performance work statement.

H.14 REQUIRED SUBCONTRACTING OF ANALYTICAL WORK

The contractor shall subcontract all analytical work to be performed under this contract. In no instance shall the contractor be allowed to utilize a laboratory or treatment facility owned (or that they have a financial interest in) by the contractor or one of its subsidiaries, divisions, affiliates, etc.

H.15 PUBLIC COMMUNICATION

The contractor shall, when communicating with outside parties, take all necessary steps to ensure that it is understood by all parties that the contractor is working for EPA as a contractor and is not an agent of the U.S. EPA. In addition, all contractor employees working on-site shall wear an identification badge that clearly identifies them as CONTRACTOR EMPLOYEES. This ID badge shall be worn above the waist and be visibly displayed.

H.16 BACKGROUND CHECKS FOR ON-SITE CONTRACTOR EMPLOYEES

The contractor shall provide qualified personnel that meet the background check requirement identified below.

LEVEL 1 - EPA Background Check Criteria:

- Can be a non U.S. citizen with a valid visa,
- No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counterintelligence activities, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.
- No weapons offense in the last five (5) years,
- No felony conviction in the last three (3) years,
- Not a fugitive from justice,
- Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at <http://epls.gov>

The requirements in Level 1 may be waived by the Contracting Officer on a case-by-case basis, at a specific location, or for a specific individual.

If the results of an employee's background check do not meet the criteria in Level 1 as required, the Contractor may apply for a waiver. To initiate the waiver process, the contractor must submit, in writing, the background report on the employee and an explanation of the need for the employee. The Director of the Superfund/RCRA Regional Procurement Operations Division must approve the waiver before the employee performs contract services for EPA. The contracting officer will notify the contractor of the Agency decision within five (5) days of receipt of the contractor's request for waiver.

The contractor shall submit its request to the Director, Superfund/RCRA Regional Procurement Operations Division at:

By Mail:

U.S. Environmental Protection Agency
Director, SRRPOD
Mail Code 3805R
1200 Pennsylvania Avenue, NW
Washington, DC 20460

By Courier/Hand Carried:

U.S. Environmental Protection Agency
Director, SRRPOD
Bid and Proposal Room
Ronald Reagan Building, 6th floor, Room 61107
1300 Pennsylvania Avenue, NW
Washington, DC 20004

The Bid and Proposal Room hours of operation are 8:00 am - 4:30 pm weekdays, except Federal holidays.

H.17 DATA (RACS-H-96-13)

(a) The Contractor hereby agrees to deliver to the Government, as directed in individual work assignments and within the contract period of performance, the following documents:

- (1) All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information," pursuant to the contract clause entitled "Treatment of Confidential Information."
- (2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims or Confidentiality."
- (3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General," which is pertinent to support of the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the contract clauses of this contract.
- (4) Copies of all other types of additional data, including but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled "Additional Data Requirements."

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the FAR contract clause 52.227-16, entitled "Additional Data Requirements," (Section

I, by-reference) the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

- (1) Contractual agreements for supplies or services. (This exclusion does not apply, however, to data resulting from such services.)
- (2) Contractor and personnel performance ratings and evaluations.
- (3) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under condition restricting the Contractor's right to such data.

(d) Upon receipt of all data provided to the Government by the Contractor under Paragraph (a) above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.214-26	OCT 2009	AUDIT AND RECORDS--SEALED BIDDING
52.214-27	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING
52.214-28	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING
52.214-29	JAN 1986	ORDER OF PRECEDENCE--SEALED BIDDING
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-28	APR 2009	I (SEP 2005) POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-6	JUL 2005	DAVIS-BACON ACT(JUL 2005)
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-43	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-5	OCT 2009	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	OCT 2008	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.244-2	JUN 2007	SUBCONTRACTS (JUNE 2007)
52.244-6	DEC 2009	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.252-6	APR 1984	AUTHORIZED DEVIATIONS IN CLAUSES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

**I.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (DEC 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to

acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate 1(2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 11-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___(4) 52.204-11, American Recovery and Reinvestment Act - Reporting Requirements (Mar 2009) (Pub.L. 111-5).

___(5) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

___(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(7) [Reserved]

___(8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-6.

___(iii) Alternate II (MAR 2004) of 52.219-6

___(9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-7.

___(iii) Alternate II (MAR 2004) of 52.219-7

___(10) 52.219-8, Utilization of Small Business Concerns (MAR 2004) (15 U.S.C. 637 (d) (2) and (3)).

___(11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___(ii) Alternate I (OCT 2001) of 52.219-9.

___(iii) Alternate II (OCT 2001) of 52.219-9.

___(12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___(13) 52.219-16, Liquidated Damages - Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___(14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___(ii) Alternate I (JUNE 2003) of 52.219-23.

___(15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323).

___(16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___(18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009)

___(19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___(20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

___(21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___(22) 52.222-26, Equal Opportunity (MAY 2007) (E.O. 11246).

___(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

___(24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___(25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

X(26)(i) 52.222-54, Employee Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of

commercial items as prescribed in 22.1803.)

___(27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 ___(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___(28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___(29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 ___(ii) Alternate I (DEC 2007) of 52.223-16

___(30) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___(31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___(ii) Alternate I (Jan 2004) of 52.225-3.

___(iii) Alternate II (Jan 2004) of 52.225-3.

___(32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___(33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___(34) 52.226-4, Notice of Disaster or Emergency Area Set-aside (NOV 2007) (42 U.S.C. 5150).

___(35) 52.226-5, Restrictions on Subcontracting Outside Disaster of Emergency Area (NOV 2007) (42 U.S.C. 5150).

___(36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___(37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___(38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___(39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___(40) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___(41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C.

552a).

___(42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___(1) 52.222-41, Service Contract Act of 1965, as Amended (NOV 2007) (41 U.S.C. 351, et seq.).

___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 351, et seq.).

___(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

___(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub.L. 110-247).

___(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records

Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub.L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2001) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate 1 (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub.L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

I.3 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (FAR 52.217-7) (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice (modification to the contract) to the Contractor at any time during the contract year. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.4 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

I.5 SECTION 8(A) DIRECT AWARD (FAR 52.219-70XX) (JUN 1998)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the EPA. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: Kansas City, MO

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in

whole or part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting.

I.6 WITHHOLDING OF FUNDS (FAR 52.222-7) (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

I.7 DAVIS-BACON ACT -- PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED) (FAR 52.222-30) (DEC 2001)

(a) The wage determination issued under the Davis-Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of--

(1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other

requirement applicable to workers subject to the Davis-Bacon Act.

I.8 BUY AMERICAN ACT -- CONSTRUCTION MATERIALS (FAR 52.225-9) (FEB 2009)

(a) Definitions. As used in this clause-

"Commercially available off-the-shelf (COTS) item"-- (1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means-

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its

components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. (

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b) (3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b) (3) (i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

	Foreign and Domestic Construction Materials Price Comparison				
	<u>Construction Material</u> <u>Description</u>	<u>Unit of</u> <u>Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>	
	Item 1:				

	Foreign construction material	_____	_____	_____	
	Domestic construction material	_____	_____	_____	
	Item 2:	_____	_____	_____	
	Foreign construction material	_____	_____	_____	
	Domestic construction material				

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I.9 INSURANCE--LIABILITY TO THIRD PERSONS (FAR 52.228-7) (MAR 1996)

(a)(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed--

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for--

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriate funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the

Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall--

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

I.10 IRREVOCABLE LETTER OF CREDIT (FAR 52.228-14) (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary), of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and --

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of --

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of --

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILC's over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

Irrevocable Letter of Credit No. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (For reference only)

TO: [U.S. Government agency]
[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or transferee's sight drafts(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,
[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]
(Date) _____

Our Letter of Credit

Advice Number _____

Beneficiary: _____ [U.S. Government Agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. *[This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.]* It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ *[state of confirming financial institution]*.

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ *[Beneficiary Agency]*

the sum of United States \$ _____.

This draft is drawn under Irrevocable Letter of Credit

No. _____

[Beneficiary Agency]

By: _____

**I.11 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (FAR 52.228-16)
(NOV 2006)**

(a) *Definitions.* As used in this clause--

"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 20 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 20 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, **within 10 days, of contract award.**

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway
Room 6F01
Hyattsville, MD 20782

Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of Clause)

Alternate I (July 2000). As prescribed in 28.103-4, substitute the following paragraphs (b) and (d) for paragraphs (b) and (d) of the basic clause:

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to _____ percent of the original contract price.

(d) The Government may require additional performance bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

I.12 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR 52.232-5) (SEP 2002) DEVIATION

(a) *Payment of price.* The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress Payments.* The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

a) First payment - after all plans are approved and property closeout is accomplished for 50 assigned routine properties;

b) Subsequent payments - after each additional 50 assigned routine properties are completed and property closeout is accomplished;

c) Payments for non-routine services performed may be included in the invoice submitted for an increment of 50 routine properties;

d) Option quantities exercised shall be invoiced in the same 50 property increments.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.) I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) *Refund of unearned amounts.* If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) *Retainage.* If the Contracting Officer finds that satisfactory progress

was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) *Title, liability, and reservation rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) *Reimbursement for bond premiums.* In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) *Final payment.* The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) *Limitation because of undefinitized work.* Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) *Interest computation on unearned amounts.* In accordance with 21 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

I.13 PERFORMANCE WARRANTY

The contractor shall provide a specific 90 day performance warranty landscaping and related property restoration activities work which specifically addresses drainage and re-vegetation work. The following criteria apply:

Warranty begins immediately after 100% property closeout is accepted by the COR and extends for a minimum period of 90 days.

The contractor is responsible for correcting warranty issues raised by the EPA during that 90 day period at no additional cost (even though repair or correction activities may extend beyond the 90 day warranty period).

Replacement activities, including labor and all materials, for trees, shrubs and other such items will be the responsibility of the contractor for a period of not less than 90 days following acceptance by EPA. Upon expiration of the 90 day period, any remaining supplier warranties shall be transferred to the EPA who will, in turn, transfer such warranties to the property owner.

Sod and/or grasses replaced under this contract shall be warrantied for normal growth and appearance for a minimum of 90 days. Significant areas (at COR's discretion) that fail to produce normal growth shall be replaced or re-seeded.

Any property damage caused directly or indirectly by restoration activity under this contract shall be covered by this warranty. Such warranty include but is not limited to improper or inadequate surface drainage, collateral water damage to structures, concrete failures, etc.

I.14 WARRANTY OF CONSTRUCTION (FAR 52.246-21) (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to

conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government- owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

I.15 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

ATTACHMENT 1 - PERFORMANCE WORK STATEMENT (PWS)
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

ENCLOSURE A SITE INFORMATION
ENCLOSURE B SITE BOUNDARIES & PROPERTY LISTING
ENCLOSURE C PROJECT DELIVERABLES
ENCLOSURE D RECORD OF DECISION (pdf attached)
ENCLOSURE E DEFINITIONS

ATTACHMENT 2 - DAVIS-BACON ACT WAGE DETERMINATION

ATTACHMENT 3 - LEAD BASED PAINT STABILIZATION FORMS (4)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.203-2	APR 1985	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
52.204-8	FEB 2009	ANNUAL REPRESENTATIONS AND CERTIFICATIONS
1552.209-72	APR 1984	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION
1552.224-70	APR 1984	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the

Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2004)

(a) (1) The North American Industry Classification System (NAICS) code for

this acquisition is 562910.

(2) The small business size standard is less than 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.4 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.214-3	DEC 1989	AMENDMENTS TO INVITATIONS FOR BIDS
52.214-4	APR 2009	FALSE STATEMENTS IN BIDS
52.214-6	APR 1984	EXPLANATION TO PROSPECTIVE BIDDERS
52.214-12	APR 1984	PREPARATION OF BIDS
52.214-18	APR 1984	PREPARATION OF BIDS--CONSTRUCTION
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
1552.209-70	APR 1984	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION
1552.223-71	MAY 2007	EPA GREEN MEETINGS AND CONFERENCES
1552.233-70	JUL 1999	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS

L.2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror

for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

L.3 SUBMISSION OF BIDS (FAR 52.214-5) (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

L.4 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (FAR 52.214-7) (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or

withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b) (1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is ``late'' and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

L.5 CONTRACT AWARD--SEALED BIDDING (FAR 52.214-10) (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price related factors specified elsewhere in this solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids

received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

L.6 PERIOD FOR ACCEPTANCE OF BIDS (FAR 52.214-15) (APR 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

L.7 INSTRUCTIONS TO BIDDERS

The contractor shall provide 2 copies of the bid. Bids shall include: resumes, draft Project Management Plan, a completed section B.1 PRICING SCHEDULE, and 3 client references (contracts/subcontracts may include those entered into with Federal, State and local governments, and commercial businesses) for which work of a similar nature, magnitude and complexity has been performed within the last 3 years, and a completed Section K or a copy of your company's ORCA information. NOTE: Similar nature is defined to mean the performance of the removal of lead-contaminated soils; and magnitude is defined to mean at least 50 properties completed.

Client references shall include: name of contracting activity, contract number, contract title, contract type, brief description of requirement, total contract value, period of performance, contracting officer (name, phone number, and email address), project officer/manager (name, phone number, and email address), list of subcontractors if applicable.

Resumes of key personnel and support staff who will be responsible for the work specified in the Performance Work Statement shall be included. Resumes for each Key Personnel shall demonstrate experience participating substantially in at least one cleanup involving remediation of lead-contaminated soil in an urban setting involving multiple residential properties.

At a minimum, the draft Project Management Plan (PMP) shall address the approach advocated, the resources required, the intended interface/communications processes with EPA and the public.

Any bid submitted with conditions for acceptance will not be considered.

All bids shall be submitted in "hard copy". No facsimile or electronic bids will be accepted.

Bids received that do not include ALL the information requested by this clause will be considered non-responsive.

Special Note: After April 22, 2010, the Renovation, Repair and Painting (RRP) Rule, Title 40 CFR Part 765, Subpart E will require that firms performing renovation, repairs and painting in/on pre 1978 housing must be certified by EPA to use lead-safe work practices. To become certified a firm must submit an application and fee payment to EPA. Documentation of all applicable training may be required when applying for certification.

Copies of all employee training certificates and contractor certifications shall be maintained in the prime contractor's Omaha office. These documents shall be available to the EPA COR upon request.

All contractor staff involved in paint stabilization activities must successfully complete the EPA/HUD 8 hour lead-safe work practices course or the state certified 16 hour lead worker's course AND the 4 hour refresher course. Those persons successfully completing both courses are eligible to become a certified renovator. Also substantive compliance with the Lead-Based Paint Renovation, Repair and Painting (RRP) Rule will apply to these work activities. Specifically, substantive compliance with the RRP Rule will require the distribution of the lead pamphlet *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools* and confirmation of receipt by the homeowner and occupants, if applicable, before starting lead-based paint stabilization work. Evidence that the contractor has provided the pamphlet to the owner and occupants (if applicable) is required.

L.8 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Fixed-Price/Fixed Unit Price contract resulting from this solicitation.

L.9 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Marie D. Noel

Hand-Carried Address:

U.S. EPA Region VII

901 North 5th Street
Kansas City, KS 66101

Mailing Address:

U.S. EPA Region VII
901 North 5th Street
Kansas City, KS 66101

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.10 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

L.11 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will conduct a pre-bid conference at the TAC Building (Board Room) located at 3215 Cuming Street, Omaha, NE on Tuesday, May 4, 2010 at 10:00 a.m. CSDT.

Bidders planning to attend the conference should provide written notification to the contracting officer at least 2 calendar days prior to the conference date.

L.12 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Bidders must submit all technical questions concerning this solicitation in writing to both the contracting officer and project officer via email. Email addresses are: noel.marie@epa.gov and garvey.daniel@epa.gov. EPA must receive the questions no later than 12:00 p.m. CSDT on May 3, 2010 in order to have responses prepared for delivery at the pre-bid conference. EPA will not reference the source of the questions.

To obtain a CD that contains the list of the base quantity of properties, email your request to reeves.diana@epa.gov and copy feild.robert@epa.gov. Your request MUST include your mailing address and a contact phone number in order to be accepted.

NO QUESTIONS WILL BE TAKEN AFTER CLOSE OF THE PRE-BID CONFERENCE.

**L.13 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)
(FEB 1991)**

This new procurement is being processed as follows:

(a) Type of set-aside: 8a Competitive

Percent of the set-aside: Total

(b) 8(a) Program: Not Applicable

**L.14 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND
SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION
CONTRACTS)" (EP 52.222-100) (FEB 1994)**

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 METHOD OF AWARD

Award will be made to the lowest priced, technically acceptable bidder who is deemed to be both a responsible and responsive bidder.

A technically acceptable bidder is defined as one whose draft Project Management Plan and client/project references (in the Contracting Officer's and Project Officer's opinion) illustrate a good understanding of, and experience in the type of work required under this Invitation for Bid.

ATTACHMENT 1

PERFORMANCE WORK STATEMENT (PWS)

for

REMEDIAL ACTION

at the

OMAHA LEAD SITE

Operable Unit 2

OMAHA, NEBRASKA

**FIRM FIXED PRICE PERFORMANCE BASED
EXCAVATION/REPLACEMENT/RESTORATION**

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1.0 GENERAL

This contract between the Environmental Protection Agency and successful bidder (Contractor) provides for soil remediation at assigned properties and additional work at non-routine properties, as assigned by EPA. The Contractor shall furnish all labor, materials, equipment, site management, office support, reporting tools, and incidental items necessary to meet the performance standards and accomplish the requirements of this Performance Work Statement (PWS). The Contractor shall confine the work activities to the property locations defined by the PWS. The Contractor shall provide communication and coordination with property owners and shall plan and implement all activities in a manner that minimizes adverse impacts to property owners and the general community.

The Contractor shall be responsible for obtaining data, maintaining records, and preparing all reports and submissions required to satisfy PWS and other regulatory requirements. The Contractor shall comply with all substantive requirements of applicable or relevant and appropriate federal and state environmental laws and regulations to meet the performance standards of this PWS.

Work accomplished for the duration of the contract will be consistent with the Record of Decision (See attachment D) and relevant EPA policies which are referenced herein (including OSWER 9285.7-50, Superfund Lead-Contaminated Residential Sites Handbook, August, 2003).

Remediation is being conducted pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA), and NCP requirements. On-site actions conducted under CERCLA authority generally must comply with substantive requirements of Applicable or Relevant and Appropriate Requirements of federal and state environmental laws (ARARs). Permits, licenses, and other administrative requirements are generally not required for portions of work performed entirely on-site under CERCLA authority. For portions of work under this PWS that are not exempt from administrative requirements of ARARs, the Contractor shall be responsible for preparing and obtaining any required permits and licenses in addition to providing appropriate coordination and notification to State and local agencies as to the nature and timing of activities that will be occurring, as required.

2.0 PERFORMANCE CRITERIA AND REQUIREMENTS

2.1 Performance Objective Statement

The objective of this contract is to protect human health and the environment by removing lead contaminated soils from residential properties. EPA has determined in the selected remedy for the Omaha Lead Site that protection of human health and the environment requires removing lead-contaminated soil from designated properties until an average residual concentration of less than 400 ppm is reached in the initial foot of excavation from the surface, or until a residual concentration of less than 1,200 ppm is reached at a depth greater than one foot, and restoring the

affected properties to pre-removal conditions (removal of soils exceeding 400 ppm in the initial two feet of excavation is required for vegetable garden areas prior to restoration).

In the rare event that a residual concentration of less than 1,200 ppm cannot be achieved at depths greater than 1 foot, a visual barrier shall be placed between the lead-impacted soil and the clean backfill. The contractor must receive approval from the EPA COR before placement of a visual barrier. The visual barrier should be a bright color, e.g., orange or fluorescent yellow, and be easily identified. The barrier should be constructed of a durable, long-lasting material that will not readily degrade over time. Satisfactory completion of the above stated tasks is required to achieve individual property close-outs with the respective owners and EPA.

EPA believes that the 1,200 ppm cleanup goal should be achievable at every property assigned under this contract. In the rare event that a residual soil concentration less than 1,200 ppm below 12 inches (24 inches for vegetable gardens) can not be achieved the contractor will contact the EPA COR to evaluate the next steps. Stopping excavation and placement of a visual barrier can only be performed if the EPA COR concurs that the 1,200 ppm cleanup goal cannot be achieved and agrees to placement of the barrier.

This contract includes work at non-routine properties involving tasks related to both soil remediation and lead-based paint (LBP) stabilization. The scope of LBP stabilization assigned under this contract will typically involve repair and/or repainting of surfaces that have previously been stabilized under other EPA LBP stabilization contracts, in cases where the warranty provided by the previous contractor has expired. LBP stabilization under this contract could include limited portions of only certain structures on a property, or all previously painted surfaces on all structures at a property. Although LBP stabilization assigned under this contract will generally be performed at previously-stabilized properties, work could be tasked at properties where LBP stabilization has not yet been performed. All work at non-routine properties under this contract, including LBP stabilization, will be assigned to the contractor by the EPA COR on an ongoing basis as the need is identified by EPA.

The contractor shall address all inquiries/concerns from EPA and other state and local regulatory agencies (e.g., organizing discussions concerning site response objectives and completion requirements, scheduling issues, performance and quality concerns) as required.

2.2 Performance Standards

This contract requires the remediation of residential properties when lead concentration measured in surface soils exceed 400 ppm in at least one non-foundation quadrant. For the purpose of this contract, remediation of properties involves three distinct phases:

- 1) pre-remedial actions;
- 2) remedial; and,
- 3) post-remedial actions.

Each of these phases has distinct requirements that are described in the following subsections.

This contract provides financial incentives which address work quality, property owner satisfaction and the use of local subcontractors/work force/goods and services. Details relating to those incentives are provided in the Quality Assurance Surveillance Plan (QASP) as part of this solicitation/contract.

There may be multiple milestones and/or deliverables for each performance objective (see Section 4.3 and Enclosure C, Project Deliverables). Final decisions regarding the adequacy of milestone and deliverable completion reside with the Contracting Officer's Representative (COR).

2.3 Pre-Remedial Action Requirements

Prior to beginning any remedial actions the Contractor shall complete the following deliverables and perform the following pre-remedial actions.

2.3.1 Plans

Prior to beginning any remedial actions, the Contractor shall complete, and obtain EPA approval of the following plans.

1. Project Management Plan (PMP) - See Section 4.1 of this PWS.
2. Quality Assurance Project Plan (QAPP) – See Section 4.2 of this PWS.
3. Customer Satisfaction Plan (CSP) - See Section 4.9 of this PWS

Note that a Health and Safety Plan (HSP) is required by OSHA regulations. A copy of that plan is to be provided to the COR prior to the initiation of work. (See Section 4.7).

2.3.2 Properties, Property Sketches, and Access Agreements

The list of pre-identified properties and sketches requiring remediation for the base period of the contract will be provided by EPA and made available on-line and at the pre-bid conference. Property sketches for each property will identify the quadrants in the yards (exceeding the clean-up criteria), that must be remediated, available analytical data, and the footprint of permanent structures.

If an EPA provided sketch does not accurately identify the property or the contaminated portions of the properties, the contractor shall notify the EPA immediately to have the sketch corrected to depict actual conditions. In such instances EPA may elect to assign the contractor a substitute property under the provisions of this contract.

Analytical data for areas between the street curb and the sidewalk (the easement) may not in all cases be provided by EPA. In such cases, the contractor shall sample the easement or any other areas where soil lead levels have not been adequately characterized. In certain instances, the contractor may elect to perform additional characterization of an area previously sampled by EPA for the purpose of better defining the areas within a property requiring remediation. This

additional characterization should not include an entire, previously unidentified quadrant. These instances may arise when a property owner desires to protect some portion of the property (e.g. an area with plantings or shrubs) from disturbance during soil remediation. Past sampling efforts within portions of properties that have been disturbed such as landscaped or planted areas, has demonstrated that surface soil lead levels in disturbed areas may be less than the overall average soil lead concentration across a quadrant or drip zone. Sampling and analytical protocols for this additional characterization sampling must be included in the contractor's Quality Assurance Project Plan and Field Sampling Plan and can only be performed with advance COR concurrence. This additional characterization may be determined to be necessary when the original property sketch depicting previous sampling results is unclear or in other unusual circumstances. Any such additional characterization shall be at the contractor's expense. Each sample shall consist of multiple aliquots equally spaced within the area of interest consistent with the Lead-Contaminated Residential Sites Handbook. The aliquots shall be thoroughly mixed prior to XRF analysis. In accordance with sampling protocols described in the Superfund Lead Contaminated Residential Sites Handbook and the final Site-wide Sampling and Analysis Plan, three consecutive ex-situ XRF readings shall be taken. The three XRF confirmation readings must be $\pm 10\%$ of the mean of the three readings if any of the three individual XRF results exceed the soil lead cleanup criteria. If all three XRF readings are below 400 ppm in samples collected from the upper foot, or less than 1,200 ppm in samples collected at a depths greater than one foot, agreement of samples within 10% of the mean is not required.

The Contractor shall be responsible for verifying the accuracy of each property sketch provided by EPA. Any additional characterization that is performed by the Contractor shall be in accordance with the Contractor's EPA-approved Quality Assurance Project Plan and Field Sampling Plan and thoroughly documented in the individual property file submitted to the COR.

The contractor shall verify property ownership immediately prior to executing any access agreements. The Douglas County Assessor's Office and website (<http://www.dcassessor.org/>) are an effective way of verifying ownership and parcel boundary lines.

Prior to beginning any remedial actions, the Contractor shall obtain a signed access agreement permitting the Contractor to perform remedial activities at a property.

The Contractor shall make a diligent effort to secure a signed access agreement from the verified property owner and shall document all efforts by written record. Once the access agreement is obtained, the Contractor shall place the original access agreement in the individual property file.

The EPA has the authority to request and review any and all documentation and working papers, including access agreements at any point during the contract performance.

If the property owner declines to sign the access agreement for any reason, the Contractor shall notify the COR. If the COR is unable to secure access, the EPA will make every effort to provide the Contractor with the address of a substitute property within 5 working days, per Section 3.0. Property Substitution Provision.

2.3.3 Pre-Excavation Agreements and Digital Video and/or Digital Photographs

For all properties identified for remediation, the Contractor shall document any and all pre-excavation agreements made with individual property owners. For example, these agreements may document areas to be left undisturbed or areas requiring specific restoration actions. The Contractor is responsible for full compliance with these agreements. During the pre-excavation phase, the property owner shall be advised that any surface contamination that is not remediated poses a potential health concern and will be documented in records provided to EPA and that the presence of any areas exceeding cleanup criteria that are excluded from remediation will be documented in publicly-available records. If the property owner insists that areas exceeding 400 ppm not be disturbed, the contractor will immediately notify the COR for appropriate follow-up with the homeowner. In these instances, additional soil characterization by the Contractor may be approved by the EPA COR to determine whether soil lead levels in specific areas of interest are less than 400 ppm and can be excluded from remediation efforts. Alternatively, a property substitution may be provided to the Contractor in instances where agreement can not be reached with the property owner.

In addition to documenting pre-excavation agreements, the Contractor shall use digital video and/or photography equipment to record the exterior condition of each property prior to commencing remediation or additional sampling activities. These videos and/or photographs shall include portions of adjoining properties if remediation will require access to these other properties. These situations may arise when access to adjoining properties is needed to move heavy equipment into position for remediation. All video and/or photographs shall be of sufficient quality to identify all pertinent property features and conditions. Video and/or photographs shall include all existing roadways, sidewalks, curbs, retaining walls, driveways, buildings, above-ground utilities, landscaping, fencing, close-ups of cracks or structural imperfections, existing damage and other physical features located within the area impacted by remedial activities. Indoor video and/or photographs may be considered where pre-existing conditions warrant, for instance to document existing foundation disrepair or other vulnerable structural elements.

The Contractor shall maintain any pre-excavation agreements and the digital video and/or photographic clips in individual property files and shall include these materials with the property file provided to the COR. The COR has the authority to request and review any and all property sketches and digital video and/or photographs at any time during contract performance.

2.3.4 Soil Characterization

The Contractor shall use the property sketch as a guide in determining which areas of the property shall be excavated. The Contractor shall be responsible for characterizing the soil in the easement at every property where that data does not exist and any other area of the property that is not characterized for lead contamination. The Contractor shall collect and compile all required analytical data to support remediation decisions. Results of surface soil characterization performed by Contractor in any easement or other previously un-sampled area shall be documented and included in the individual property file. Post-excavation sampling results shall be recorded on an "as-built sketch", and included in the individual property file.

Hard surfaces that are considered a cap will not require characterization of soil lead levels. Characterization of soil lead levels is also not required in gravel driveways or other gravel areas where there is no visible exposed soil, or in areas where there exists a quality weed barrier covered with at least 3 inches of mulch. All other identified areas where soil lead levels exceed EPA cleanup criteria will either be excavated and demonstrated to meet the clean-up criteria, or identified as areas exceeding cleanup criteria where remediation was not performed (for areas greater than 4 square feet) in the final "as-built" sketch".

2.4 Remedial Action Requirements

The extent of yard preparation (e.g., removal of plantings, number of items to be relocated, removal of shrubs, etc.) may vary somewhat in accordance with pre-excavation agreements with the property owner. Inherent in any type of remediation effort that involves a great number of affected property owners, is some level of uncertainty regarding the definitive amount of actual restoration work needed to satisfactorily achieve property owner satisfaction and property close-out.

Properties will be restored to pre-existing conditions to the extent possible. Plants and other landscaping features will be restored to pre-excavation conditions as reasonably possible (items and plantings that are available and can be purchased at local nurseries, stores, etc.). Careful excavation of soil around large tree roots will be preferred to removal and replacement of large trees. Required replacement plants, shrubs, and other items that cumulatively exceed \$500 per property will be invoiced to EPA as a non-routine expense under Other Direct Costs (ODCs).

In the following specific PWS sub-sections, the EPA has described the most common and likely approach to be followed by the Contractor, but the EPA has not specified an approach for every scenario (e.g., types/sizes of trees that must be removed, etc.) that might be encountered. Providing a protocol for every scenario would be counter to the EPA's goal of affording flexibility to the Contractor to achieve property closeout in the most effective manner that is also satisfactory to the individual property owner. In discussing and achieving agreements with property owners regarding yard preparation and remedial and post-remedial actions, the Contractor shall use, and provide to the property owner if necessary, the following general principles:

1. The goal of this CERCLA effort is to remove soil that poses a health risk, NOT to enhance or improve any property.
2. Decisions (e.g., remove a tree/stump or dig around it, etc.) are based on actions that EPA determines are necessary to protect human health and the environment.

2.4.1 Yard Preparation

The Contractor shall provide for temporary relocation of all items (e.g., swing sets, lawn items, etc.) necessary for the accomplishment of excavation. For larger items (e.g., vehicles, boats, large appliances, etc.), the Contractor shall encourage the property owner to move/relocate/dispose of those items themselves. If such large items are not removed in a timely manner by the property owner, the Contractor shall notify the COR for assistance. The COR will determine the next steps necessary to facilitate the removal of the items or inform the contractor

that it is acceptable to proceed. (smaller items of manageable size will be temporarily removed by the contractor if the property owner lacks the willingness or capability of performing the work themselves and then moved items back to their original location upon completion of the work). The Contractor may, with the homeowner's consent, clear and dispose of, or relocate limited amounts of bushes, shrubs, and small trees within the excavation area. Permanent structures (house features, additions, patios, porches, decks, sidewalks, concrete, asphalt driveways and sidewalks) shall not be removed. Removal of large trees or large tree stumps or concrete pads is generally not necessary for accomplishment of the remedial action objectives. However, removal can be considered, by the contractor, on a case-by-case basis using the guidelines provided in Section 2.4.

2.4.2 Utilities

The Contractor shall be responsible for contacting utility companies and having all utilities field located prior to excavation activities. In the event that damage occurs to utilities, the Contractor shall repair or replace such utilities at no additional expense to the EPA.

2.4.3 Excavation and Confirmation Sampling

The objective of soil remediation is to remove and replace soil containing lead at concentrations that present an unacceptable risk to human health. The contractor shall not be responsible for removing soil contaminated with any other chemical substance. If during excavation, the Contractor identifies soil that has been contaminated by any other substance (e.g., fuel oil, solvents, etc.), the Contractor shall notify the COR immediately. For example, an old fuel oil tank may be present immediately below the ground surface in an impacted area. If the situation occurs, the COR shall be notified immediately.

Excavations are not required to be of uniform depth across the surface area. Depths of excavations may vary across the excavation footprint. Excavation within each quadrant or other defined area will proceed until the contractor demonstrates in accordance with the procedures in the Superfund Lead-Contaminated Residential Sites Handbook and Site wide Sampling and Analysis Plan for the Omaha Lead Site that the average lead concentration across the exposed surface of the excavation meets applicable cleanup criteria. All portions of areas where EPA has identified surface soil lead levels exceeding 400 ppm will require some degree of soil removal to achieve cleanup goals, except in rare cases where additional characterization has been approved by the COR and has obviated the need for remediation. In addition, if a deck extends away from a building in an identified lead-contaminated area, the soil underneath the deck that can be accessed shall be excavated and replaced.

If the contractor observes what appears to be a mistake in the assignment of a property, or if there is a discrepancy observed between the actual property and the EPA-provided sketch, the contractor will notify the COR to rectify any such discrepancy. Examples would include situations where actual dimensions and property features are inconsistent with the sketch, or if it appears that some portion of the property was not sampled. In such cases, assignment of a substitute property by EPA may be elected at EPA's discretion if the discrepancy cannot be resolved between the COR and the contractor.

Quadrants and Easements at EBLs, High Child-Impact Areas and Highly Contaminated Properties

In areas that exceed the ROD action levels, excavation shall generally proceed until reaching an average residual concentration of 400 ppm at the exposed surface of the excavation within the initial foot from the original surface (surface soils), or until reaching an average residual concentration of less than 1,200 ppm at depths greater than one foot (subsurface soils). If residual lead concentrations of less than 1,200 ppm cannot be achieved at depths greater than 1 foot, the COR may approve placement of a visual barrier between the lead-impacted soil and the clean backfill. It is necessary to get the COR's concurrence to stop excavation and install the visual barrier when concentrations below 1,200 ppm below one foot cannot be achieved through conventional excavation procedures (See Section 2.1).

Quadrants Containing Vegetable Gardens

The Contractor shall excavate soil in vegetable garden areas until an average lead concentration of below 400 mg/kg is reached in the initial two feet from the surface. If the average lead concentration at a depth greater than 24 inches is less than 1,200 ppm, excavation may be stopped. However, if lead exceeds 1,200 ppm below 24 inches the contractor must continue excavation until a residual soil lead level less than 1,200 ppm is reached, or contact the COR EPA representative to evaluate the next steps. A visual barrier may be placed over soil exceeding 1,200 ppm before backfilling the excavation, if approved by the EPA COR. The contractor must complete a concurrence form signed by the EPA COR before placing a visual barrier at a property. EPA believes that visual barriers will be necessary only on rare occasions (See Section 2.1).

House Drip Zones

Airborne lead particulates released by the sources identified in Attachment A of this PWS were deposited or impinged on the walls and roofs of many Omaha structures. Mechanisms such as storm water runoff carried lead contamination from these surfaces into the soils immediately adjacent to the structure foundations. In some instances, this has resulted in increased lead concentrations in drip zones presenting an unacceptable health risk. In addition, the presence of deteriorated lead-based paint on exterior surfaces may have contributed some undefined amount to concentrations of lead detected in the drip zone. The Contractor shall excavate the drip zone around the house or structure until reaching cleanup criteria of less than 400 ppm in the initial foot from the surface, and less than 1,200 ppm at depths greater than 1 foot (two feet in vegetable gardens). If residual lead concentrations of less than 1,200 ppm cannot be achieved at depths greater than 1 foot, the contractor must contact an EPA representative to evaluate the next steps. It is necessary to get EPA concurrence before a visual barrier can be placed between the lead-impacted soil and the clean backfill (See Section 2.1).

The Superfund Lead Contaminated Residential Sites Handbook generally defines drip zones as the areas in the yard typically located within six to thirty inches from the exterior walls of the houses or structures that receive the majority of the storm water runoff from roofs and exterior walls. Soil lead levels in drip zones can also be impacted by loose and flaking lead-based paint particles that can potentially fall to the ground and mix with soil over time (if the exterior surface

has lead-based paint present). Drip zones vary from structure to structure and can only be identified through actual field inspection observing dimensions of soffits, eave systems and other components of the structure. It shall be the Contractor's responsibility to define the width of the drip zone from the foundation wall, if greater than thirty (30) inches. In some cases, drip zones may not be depicted on the EPA-provided property sketch. If a property has a drip zone that has accessible lead contaminated soil (not a defined cap), the drip zone will be excavated a minimum of 30 inches away from the foundation.

The Contractor shall be required to excavate those portions of a drip zone with exposed soil that exceeds OLS cleanup criteria for lead. In some limited cases, additional characterization may be performed with COR concurrence to better define the portion(s) of the drip zone actually requiring remediation. Excavation of drip zone areas is generally performed by hand to avoid any damage, or perception of possible damage, by the use of heavy equipment.

Field XRF measurements to guide excavation/collection of confirmation samples.

The Contractor shall use in-situ XRF readings to obtain sample results for the purpose of decision-making regarding the need for additional excavation and/or meeting the clean-up levels. Once excavation has been performed to a depth that the contractor believes will achieve soil lead cleanup criteria, confirmation samples shall be obtained. Confirmation samples demonstrating that soil lead cleanup criteria have been achieved are required prior to backfilling and restoring remediated areas.

Confirmation samples shall be collected from the exposed surface of each excavated area to verify that cleanup criteria have been achieved. The confirmation samples shall extend from the bottom of the excavation to a depth of 6 inches below the excavation. Each sample shall consist of five (four for drip zone) aliquots equally spaced within the quadrant, play area, garden zone, or drip zone. The aliquots shall be thoroughly mixed and homogenized prior to XRF analysis. Use of a slide hammer facilitates driving the sampling device into the exposed soil surface to a depth of 6 inches¹.

Confirmation sampling results will be calculated as the average of three consecutive ex-situ XRF readings. Sampling and analytical protocols shall be documented in the Contractor Quality Assurance Project Plan and Field Sampling Plan and must be consistent with protocols described in the Superfund Lead Contaminated Residential Sites Handbook and the Final Site wide Sampling and Analysis Plan for the Omaha Lead Site. If any of the three readings exceed soil cleanup criteria (soil lead levels greater than 400 ppm in the upper foot of soil from the original surface or exceeding 1,200 ppm at depths greater than one foot), the three XRF confirmation readings must be $\pm 10\%$ of the mean of the three readings. If each of the three individual readings are less than the soil cleanup criteria, then 10% agreement between readings is not required.

¹ Core samples are typically collected using a 7/8 inch by 21 inch soil probe

Exception to excavation of drip zone soils exceeding 1,200 mg/kg lead.

The maximum depth of drip zone excavations will be limited such that they do not jeopardize the structural integrity of the house (or other structure) foundations. This determination will be made in the field on a case-by-case basis by agreement between the Contractor and the COR. If it is determined that additional excavation will jeopardize the structural integrity of a foundation, the Contractor will not be required to perform additional soil excavation even if subsurface soils averaging more than 1,200 mg/kg lead remain at a depth greater than one foot. If this situation occurs, i.e., average lead concentrations of less than 1,200 ppm cannot be achieved at depths greater than 1 foot, a visual barrier shall be placed between the lead-impacted soil and the clean backfill. The contractor must have EPA concurrence before placing a visual barrier at a property. See Section 2.1. During excavation, angling away from the foundation after being several inches below the ground surface to remove additional contaminated soils is acceptable, if needed, to protect structural integrity. However, this situation shall be reported to the COR prior to backfill of the drip zone and shall be documented by the Contractor in the records developed for each property to which it applies. Documentation shall include a discussion of the circumstances and sketches, dimensions, specific locations, and other information that would allow the affected area to be described and precisely located.

EPA Quality Assurance Sampling

The contractor shall notify EPA that they believe soil lead cleanup criteria has been achieved for all remediated areas prior to backfilling in order to provide EPA with the opportunity to perform quality assurance (QA) confirmatory sampling. Selection of properties to perform EPA confirmatory QA sampling will be at EPA discretion. EPA anticipates performing QA confirmatory sampling at ten percent of properties remediated by the Contractor. EPA will designate a QA point-of-contact(s) that will be available to receive Contractor notification of their intent to backfill excavated areas. The EPA QA point-of-contact will verbally inform the contractor at the time that Contractor notification is provided, whether the identified property(ies) will be sampled by EPA for quality assurance purposes. If EPA elects not to perform QA confirmatory sampling, Contractor may proceed with backfilling of excavated areas. If EPA elects to perform QA confirmatory sampling at the identified property(ies), the Contractor will allow up to 24 hours for EPA to conduct such sampling and notify Contractor of analytical results before backfilling excavated areas. EPA shall notify Contractor of QA confirmatory sampling results immediately upon completion of XRF analysis. If EPA does not notify contractor of QA confirmatory sampling results within 24 hours of contractor notification, backfilling may proceed by Contractor. If EPA notifies contractor that QA confirmatory data verify that cleanup criteria have been achieved for all remediated areas, backfilling may proceed. If EPA QA confirmatory sampling indicates residual lead levels in excavated areas that do not meet cleanup criteria, EPA will require additional excavation or otherwise resolve discrepancy with the Contractor. EPA will be responsible for management of EPA-generated QA confirmatory sampling data under this contract.

Record Keeping

Upon award of the contract, a database developed in Microsoft Access 2003 with assigned cleanup property information will be provided to the contractor. It will be the contractor's

responsibility to possess a valid copy of Microsoft Access 2003 or 2007, and to maintain this database with excavation information including event information (i.e. access obtained, date backfilled, cubic yards removed and backfilled, close-out dates, etc.) and soil confirmation sampling information. The contractor will also maintain data on sites where soil lead concentrations above 400 mg/kg lead are left at a depth of 12 inches or less, or where soil lead concentrations above 1,200 mg/kg are left at depths greater than 12 inches (24 inches for vegetable gardens), and visual barriers are placed at depth. Any such data shall be entered by Contractor into the Access database provided. An automated process for sending data to EPA (to an FTP site) and receiving updates from EPA (through e-mail) has been developed for the Access application. It is the contractor's responsibility to ensure cleanup lists and property status align with the data in the EPA database. Discrepancies should be reported to EPA and reconciled as quickly as possible. Training and support of this application will be provided by EPA staff.

The information from this database will be used to monitor the progress of the property's clean-up and to track specific areas of individual properties where soil with elevated levels of lead are left in place (greater than 4 square feet). This information will be integrated into the Oracle-based Omaha Lead Site data base maintained at EPA Region 7. The contractor is required to send nightly updates to EPA's database using the provided FTP upload process which requires an internet connection. Data for work performed one day should be received by EPA by COB the next work day. Property substitutions are dependant upon the accuracy of the contractor's database. The omission of updates to EPA could result in the delay of the contractor receiving substitute properties.

Dust Monitoring

In some cases, the Contractor may need to employ dust suppression and limited air monitoring during soil excavation, soil staging operations, backfilling, and grading activities. The Contractor shall ensure that a means of dust suppression is available at all times. Air monitoring and sampling may include a combination of OSHA-type personal sampling for lead, perimeter air sampling around project areas with the greatest potential for dust generation, and real-time particulate monitoring at selected project areas. The Contractor shall describe, in the Project Management Plan and Health and Safety Plan, situations when dust suppression activities and air sampling/monitoring activities will be employed. The Field Sampling Plan shall identify all air sampling and monitoring equipment to be used, in addition to all associated analytical methods. The Contractor shall be able to demonstrate and shall document that off-site properties and receptors are not adversely affected by airborne contaminants or particulates.

Additional Information

The Contractor shall excavate soil without damaging houses, sidewalks, curbs, driveways, utilities, and other items at each property and shall exercise caution when excavating adjacent to permanent structures (houses, patios, porches, decks, sidewalks, retaining walls, and concrete/asphalt driveways). In all cases, if the Contractor damages any public sidewalks during excavations, the Contractor shall be responsible for repairing/replacing the damaged sidewalks, in accordance with the City of Omaha's code. Damage to privately owned sidewalks (e.g., sidewalks leading to the house entrances) and subsequent repairs shall be the responsibility of

Contractor and handled on a case-by-case basis with the property owner by the Contractor. The contractor shall make reasonable efforts to resolve property owner concerns about property damage to the property owner's satisfaction.

The Contractor shall ensure safe access for all residents to and from their houses throughout the remediation process and shall take all necessary precautions to reduce the production and spread of soil dust. When necessary, construction fencing shall be used along sidewalks and driveways to ensure safe access for residents and the public during construction. Excavation of soil beneath permanent structures (houses, additions, patios, porches, decks, sidewalks, concrete/asphalt driveways) shall not be performed in cases where these areas are inaccessible. Excavation around trees, bushes and shrubs to be left in-place, in accordance with the property owners' request, shall be performed in a manner that will leave the root bulb intact and avoid damage to tree roots.

NOTE: Excavation video and/or photograph clips may help the Contractor address any damage claims that may be filed by a property owner.

NOTE: Since surface preparation during LBP stabilization may release lead into surrounding soils without effective containment, soil response actions may be delayed at these properties until after the paint stabilization has occurred. The Contractor will be notified by EPA of specific properties where exterior paint stabilization is planned and excavation is to be deferred. In such cases, a substitute property will be provided to the Contractor by EPA, at the election of the Contractor.

In the FSP, the Contractor shall describe in detail the confirmation sampling and soil concentration averaging protocol(s) they will employ to produce defensible data and verify that the soil cleanup goal has been met at each property. These techniques can be employed only after obtaining COR approval of the FSP. Soil sampling performed under this contract will be consistent with the EPA Superfund Lead-Contaminated Residential Sites Handbook (OSWER 9285.7-50, August 2003) and the Site wide Sampling and Analysis Plan for the Omaha Lead Site.

Confirmation sampling results (verification of post-remediation concentrations) and QA/QC data (e.g. locations of samples, numbers of samples, and QA/QC sampling locations) shall be maintained by the Contractor in individual property files. The COR has the authority to inspect analytical data, sampling locations, and sampling methodology at any time to verify that the soil cleanup goals were met. If XRF techniques are used, the QAPP shall address how XRF data accuracy will be developed and maintained, consistent with the Superfund Lead-Contaminated Residential Sites Handbook and Site wide Sampling and Analysis Plan for the Omaha Lead Site.

2.4.4 Transportation and Disposal

The Contractor shall be responsible for maintaining a suitable location for temporary stockpiling of excavated soil (staging area). Prior to establishing a temporary staging area at any location other than the Missouri River Wastewater Treatment Plant, the Contractor will coordinate with EPA to determine appropriate public notification/participation opportunities that must be provided prior to the operation of any such temporary facility. Operation of a temporary staging

area may commence only after EPA COR concurrence that appropriate public notification/participation opportunities have been provided, and that public comments received have been considered and addressed. EPA will arrange for Contractor use of a concrete pad at the City of Omaha Missouri River Wastewater Treatment Facility for soil staging operations at no cost to Contractor. Contractor will also be provided with use of an equipment staging area, office space, and employee parking area at the Missouri River Wastewater Treatment facility at no cost to the Contractor. Any areas determined by Contractor to be necessary for staging or other operations outside the Missouri River Wastewater Treatment Plant will be at Contractor's expense.

Individual stockpiles at a temporary staging area will be sampled prior to transport and disposal to demonstrate compliance with applicable land disposal restrictions. Appropriate notification and public participation procedures shall be followed for state and local jurisdictions prior to shipping excavated soils to a facility for final management. The contractor will operate the staging area in a manner that controls the potential for off-site migration of lead-contaminated soil and shall perform air monitoring in accordance with procedures provided in the Field Sampling Plan to verify that a significant airborne release of lead-contaminated soils into surrounding areas does not occur. Dust suppression or containment shall be implemented for stockpiled materials, as necessary, to prevent the generation of blowing dust. These same precautions shall also apply to stockpiles of clean backfill soil. Direct hauling of lead contaminated soils from remediated properties to a disposal facility is acceptable under certain circumstances with prior approval by the EPA COR; however, the contractor must meet requirements specified in the Quality Assurance Project Plan that demonstrates compliance with land disposal restrictions prior to transport.

The Contractor shall be responsible for disposing of all excavated soil at a fully licensed and appropriate RCRA Subtitle D waste disposal facility, or other EPA approved location, and shall also notify the COR of any and all facilities to be used for the final management of excavated soils. Alternate disposal locations/fill areas may be used ONLY if the EPA reviews and approves the use of that disposal area. The disposal location shall be identified in the Project Management Plan. The Contractor shall also be responsible for any associated tipping fees and for properly maintaining any analytical soil data used for profiling soil. The Contractor should be aware that in the past, soil removed from similar Omaha Lead Site properties has contained lead concentrations that are below the concentrations that would require the soil to be managed as a RCRA hazardous waste. However, the EPA can not guarantee that this will be the case in future remedial actions. Also, the Contractor may be required by the disposal facility to determine the concentration of other chemical substances, such as arsenic, prior to disposal. If the disposal location changes after contract award, COR approval shall be obtained prior to using any new disposal location.

Spillage associated with the loading of the trucks shall be immediately cleaned up and loaded for transport by the Contractor. Areas where spilled materials are removed will be swept "broom-clean" prior to departing the area. Water or other rinsing agents will not be used to aid in the removal of spilled material. The Contractor shall ensure that roadways, alleys, and other public access areas are not "tracked" with soil from the excavation areas. The Contractor shall be responsible for any damage to public roadways and any other areas damaged by hauling or

excavation activities. All trucks hauling contaminated soil shall be covered at all times during transport on public roadways. Any trucks or other equipment utilized in a dual purpose role of handling contaminated soil then clean backfill soil will be completely swept "broom clean" before a switched role is allowed.

2.4.5 Lead-Based Paint Stabilization at Non-Routine Properties

This contract includes lead-based paint (LBP) stabilization activities assigned at non-routine properties. Generally, this work will be required to repair or supplement LBP stabilization performed by a previous EPA contractor, particularly in instances when the one-year warranty period on the original work has expired. LBP stabilization to be performed under this contract will be assigned to contractor as work on non-routine properties, and could include tasks ranging from minor touch-up to LBP stabilization of entire structures.

Non-routine LBP stabilization work under this contract must be performed in accordance with lead-safe work practices to protect workers, residents and the public from lead hazards. All workers performing LBP stabilization must successfully complete an 8-hour lead-safe work practices course (EPA/HUD curriculum) or equivalent. LBP stabilization performed under this contract must comply with substantive requirements of the Lead Renovation, Repair and Painting Rule (RRP). Substantive compliance with the RRP Rule will require the distribution of the pamphlet *Renovate Right* to the owner(s) and occupants before starting lead-based paint stabilization work.

LBP stabilization work tasked under this contract could include surface preparation, priming and painting of exterior surfaces of residences, garages and other any other out-buildings that may exist at properties which are eligible for soil remediation. Latex paint products utilized are applied according to the manufacture's instructions, and should be rated with a minimum 25 year expected lifetime, or equivalent. At least two (2) top coats of paint are applied following surface preparation using lead-safe work practices and priming. Surfaces to be stabilized could include siding or trim (fascia, eaves, soffits, porches, columns, rails, etc.) or other exterior surfaces.

Substrate surfaces such as masonry, stucco or brick, vinyl and/or metal may require the use of special preparation techniques and materials. Approval from the EPA COR shall be obtained before preparing to stabilize these types of surfaces. The COR and the Contractor Group's representative will discuss and agree to the scope of LBP stabilization work that will be performed for each assigned property prior to beginning work.

Generally, LBP stabilization will only be performed on surfaces which have been previously painted. The contractor will generally not be required to paint vinyl and/or metal siding and guttering that appears not to have been previously painted. LBP stabilization will generally not be performed on moving components or contact surfaces of doors and windows such as door jambs or window sashes. Stabilization of window and door trim is included under this contract, as assigned.

Prior to beginning LBP stabilization work, the contractor shall coordinate with the property owner to remove manageable items from the work area. Non-permanent objects should be moved away from the work area, or else covered to prevent contamination with paint chips and

paint dust. Ground surfaces near areas to be stabilized, including shrubs, plants and gardens are covered during LBP stabilization activities. Work areas are designated by placing cones, barrier tape, etc., to control access within ten (10) feet of work areas. Lead-safe work practices (such as wetting of surfaces during scraping) is performed to control release of dust and LBP chips during surface preparation. Open flame or high heat to remove lead-based paint from surfaces is not allowed.

The contractor shall maintain a clean work area during LBP stabilization activities and utilize shop vacuums fitted with High Efficiency Particulate Air (HEPA) filters to remove all settling dust and paint chips on exposed surfaces, as required. Workers' shoes are wiped or vacuumed before stepping off plastic sheeting. Workers remove protective clothing before leaving the work site. If any polyethylene sheeting or disposable mesh is reused, all visible paint chips are removed and properly disposed.

Prior to demobilizing from a completed property following LBP stabilization, all paint chips and other generated debris must be collected and properly disposed. Using lead-safe work practices, the Contractor shall collect paint chips removed during surface preparation for disposal at a RCRA approved Subtitle D landfill (in accordance with EPA policy, LBP stabilization wastes can be managed as a non-hazardous solid waste). Vacuuming of ground surfaces may be required to remove visible paint chips from current or previous actions. Both pre- and post-completion photos and/or video documentation shall be created for all assigned properties to assist in resolution of issues that may arise regarding damage to the property..

2.5 Post-Remedial Actions

After removing soil from select areas, the Contractor shall complete the following post-remedial actions.

2.5.1 Backfill Quality and Grading

The Contractor shall be responsible for locating suitable backfill sources. However, the Contractor shall not use any soil from the **Loess Hills Soil Conservation Area** for backfilling. All excavations shall be backfilled with non-contaminated topsoil from off-site sources with the following characteristics:

1. Contains less than 150 mg/kg average lead;
2. Contains less than 22 mg/kg average arsenic;
3. Contains less than 25 mg/kg average cadmium;
4. Contains no contaminants at concentrations that pose a risk to human health and the environment; and,
5. Sufficient quality to grow grass and sustain vegetable gardens (as verified by appropriate nutrient testing, including a minimum of 5% organic matter).
6. Contains insignificant amounts of debris (tree roots, rocks, etc.).
7. Backfill utilized shall comply with the Site-wide Field Sampling Plan which is posted at:
http://www.epa.gov/region07/cleanup/npl_files/index.htm#Nebraska

The Contractor may occasionally need to discuss backfill quality issues with concerned property owners, and therefore should be fully prepared to verify/document the quality of backfill used on

short notice. The COR may request soil testing results/data (contaminant and nutrient) from the Contractor at regular intervals to assess the quality of backfill being used. The COR has the authority to stop backfilling operations at any point if the COR determines that the backfill is not of sufficient quality. The contractor shall not be allowed consideration for work stoppage due to their use of low quality backfill.

The Contractor shall place backfill with an appropriate level of compaction that promotes sod growth without unacceptable future settlement. Placement of backfill shall be accomplished in a manner that will provide positive drainage away from all houses and structures – this can typically be accomplished by raising the drip zone slightly to ensure that runoff flows away from the foundation of the structure. However, the Contractor shall not be responsible for correcting significant existing drainage problems through extensive grading and backfilling. Prior to placing sod, gravel, or mulch, the surface of the backfill shall be appropriately finished to ensure a quality final landscaping product. The final grade shall be brought to that of the existing terrain.

2.5.2 Landscaping

Due to emphasis placed on homeowner/resident satisfaction in this PWS, landscaping is a key component to the successful accomplishment of property closeouts. The Contractor shall ensure quality landscaping for each remediated property and shall provide materials, equipment and labor necessary such that restoration activities result in final ground surfaces that are smooth and allow for adequate drainage with no ponding. Lawns shall be reestablished through the placement of quality sod. The contractor shall make a reasonable attempt to replace sod with the same type that was present prior to the excavation. Seeding, hydro-seeding, or alternate means of establishing grass cover will not be permitted at any property unless specifically requested by the property owner. Restoration of vegetable gardens shall be performed by placing topsoil and amendments as necessary to restore gardens to approximate pre-excavation quality. Property owners shall be compensated for any removed or seriously damaged plantings.

The Contractor shall describe in the QAPP the protocols and methods (e.g., watering, fertilizer application) that will be employed to ensure quality landscaping and use of quality sod, including analytical results assuring that the sod does not contain contaminants of concern as listed in Section 2.5.1. The Contractor shall be responsible for watering and taking other measures necessary to ensure proper lawn growth and root development for a period of thirty days after sod placement – this period will be referred to as a “sod growth guarantee”. The sod growth guarantee will exclude the winter season in Omaha, which is considered under this contract to last from December 1st to March 15th. It is anticipated that sod placed during the winter should establish itself during the spring months without additional management requirements.

2.5.3 Replacement of Removed or Damaged Items and Digital Video and/or Digital Photograph

The Contractor is not required to replace items removed at the discretion of the property owner. Properties shall be restored to pre-excavation conditions including landscaping and the occasional replacement of plants and shrubs that are located in contaminated quadrants, drip zones, play areas and gardens where the property owner chooses to request a replacement. The Contractor shall restore such areas with sod, gravel, or mulch per a pre-excavation agreement

made with the individual property owner. Upon completion of the excavation, backfilling, and restoration, the Contractor shall be responsible for returning the lawn to pre-excavation conditions (e.g., re-install fences, gates, sprinkler systems, swing sets, etc.). If the items are not salvageable after removal (e.g., broken fence posts or fences) the Contractor shall purchase comparable items and reinstall the items per an agreement with the property owner. Gravel driveways that are excavated shall be restored, however, the COR shall be consulted on any gravel driveway issues that arise (current city codes do not allow construction of gravel driveways).

After replacing all items and completing restoration efforts, the Contractor shall digitally, video and/or photographically record the same areas that had been previously recorded. The video clip and/or digital photography shall be of sufficient quality to allow a detailed review to identify new or pre-existing damage and shall be included in each individual property file.

2.5.4 Post-Excavation Walkthrough and Final Property Closeout Inspection

After completing tasks listed in 2.5.1 to 2.5.3, the Contractor shall make all reasonable efforts to perform a post-excavation walkthrough with the property owner to discuss completed tasks and, in general, assess all restoration actions. In the event that a face-to-face discussion cannot be arranged, a telephone conversation may be conducted. Following the post-excavation walk-through or discussion, the Contractor shall attempt to obtain the property owner's signature on a Contractor-developed form that acknowledges that all restoration work was completed appropriately and no damage is evident. During the walkthroughs, the Contractor shall provide the property owner with the EPA-provided Property Owner Satisfaction Survey (see Section 2.6). On occasion, the Contractor may need to show the property owner the pre-excavation video and/or photographs to resolve restoration or property damage issues.

In all situations (whether or not the property owner signatures are obtained), the Contractor shall schedule a final property closeout inspection with the COR. The final property closeout inspection may be scheduled at the same time the post-excavation walk-through is scheduled. In those situations where a joint walk-through and inspection is not performed, the Contractor shall schedule the final inspection with the COR within 10 work days of completing post-remedial actions for the property. All property damage that has been caused by the Contractor must be repaired before the remedial action is considered complete or the close-out is performed. During the final inspection, the following activities, at a minimum, shall take place:

1. The Contractor shall show the COR the form signed by the property-owner (if available) and request EPA concurrence on the individual property closeout;
2. The COR will inspect the completed, remediation effort;
3. If the performance standards for project completion are met, the COR will approve the Contractor's property closeout request;

OR

If additional work is required, the property closeout request will not be granted until the work is completed satisfactorily, at which point the COR, will conduct another inspection, prior to approving the property closeout request.

NOTE: Property closeouts shall be achieved for all properties before the respective milestone payment will be approved by the COR.

2.6 Property Owner Satisfaction Survey

Because property owner satisfaction is one of the key objectives of this remedial action, EPA will request property owners complete a brief "Property Owner Satisfaction Survey." This survey captures the level of property-owner satisfaction achieved after all post-remedial actions are completed. Surveys will be provided to the property owners by the Contractor along with stamped envelopes addressed to the COR at the EPA Regional Office. The results of the surveys will be compiled at the end of each contract option and will be used to determine the eligibility for incentive payment.

As mentioned in Section 2.5.4, the Contractor will either hand deliver the survey to the property owner during the post-excavation walkthrough or use another means to deliver the survey. The contractor will be allowed to view the completed and returned surveys at any point during the duration of the contract so the Contractor is fully aware of property owner feedback. If 60% of all surveys are not completed and returned to the COR by the property owners, the Contractor will not be eligible for the property owner/EPA satisfaction incentive award. These incentives will be earned based on individual assigned groupings of properties (base quantity, options) and not the cumulative totals of properties completed during an entire Construction Season. EPA or the Contractor may contact property owners that fail to submit satisfaction surveys for an explanation of why the survey was not submitted.

2.7 Interim Weekly Report

The contractor shall provide a weekly report. This report will identify the number of properties excavated, backfilled, sodded and signed-off by the property owners. Also, the weekly report will reflect all of the non-routine properties that were assigned by the EPA and their current status. These weekly reports shall identify problems encountered and resolved, media contacts, citizen complaints and any other noteworthy issues. The weekly reports shall be submitted each Monday morning before noon, while site work is in progress. The COR and the contractor shall participate in a weekly conference call and/or meeting. The Contractor shall be responsible for setting-up the weekly call and/or meeting.

2.8 Monthly Property Folder Submission

The Contractor shall submit a monthly report that includes each completed property close-out file finished during the preceding month. The monthly report shall be submitted to the PO and CO by the 15th day of each month during the construction season. Applicable documentation for each closed-out routine and non-routine property assignment shall be submitted in a property file.

At a minimum each property file shall contain the following:

1. Transmittal checklist identifying documents in each individual property file. This form shall include a signature block with space for the date of review by the COR.
2. Brief Executive Summary – 2 to 3 paragraphs or bullets - describes problems/issues encountered during the excavation or during the final property close-out inspection, property owner concerns, unique findings that the EPA should be aware of, and any other relevant information concerning the particular property;
3. Property sketch provided by EPA pursuant to contract specifications;
4. Signed access agreement; including access agreements obtained (required) for crossing onto adjacent properties
5. Pre-excavation digital video clip in MPEG, WMV (Windows Media Video) or SWF Flash format and/or photographs;
6. All sampling data including confirmation/verification sampling data/results;
7. Post-excavation digital video clip in MPEG, WMV (Windows Media Video) or SWF Flash Player format and/or photographs;
8. Documentation (completed EPA close-out checklist); and
9. As-built sketch (shall include address, SAID number, legend, contractor identification, date, final confirmation lead levels, results of any additional characterization sampling performed, and areas exceeding cleanup criteria not remediated.

Other items that should be included in the individual property file, if available or obtained include:

1. Pre-excavation agreement details (if any are made with the property owner);
2. Excavation digital video clip in MPEG, WMV (Windows Media Video) or SWF Flash Player format and/or photograph clip;
3. Signed form verifying satisfactory restoration;
4. Description of areas and circumstances where soils exceeding cleanup criteria were not remediated; and.
5. Any documents generated that are specific to the individual property, i.e., utility clearances, information from the Douglas County Assessor's office, punch lists, change orders, communication documents, etc.

2.9 Final Report

The Contractor shall submit a draft final report within 30 days of completion of field activities that describes the work completed under this contract as well as any issues which EPA should be made aware of. The Draft Final Report shall address all aspects of the work conducted and shall include two Attachments. Attachment 1 shall include a completed spreadsheet containing all data elements described in Section 2.4.3 for all properties remediated under this contract. Attachment 2 shall contain property files for all properties not previously submitted.

The Final Report shall be submitted within 10 days after receipt of EPA's comments on the Draft Final Report.

3.0 PROPERTY SUBSTITUTION PROVISION

Under certain circumstances, assigned properties may be substituted with replacement properties by EPA, and in some cases, newly designated high priority properties may be added or substituted for assigned properties.

The EPA retains the authority to substitute up to 5% of the originally designated properties for any reason up to 15 days prior to initiating remediation of the final property to be completed under this contract.

3.1 Substitutions due to Access Agreement Issues

For a number of reasons, including refusal of voluntary access by a homeowner, the Contractor may not be able to perform remediation at certain properties. If property remediation cannot be performed due to the inability to secure a signed access agreement by property owner or other issues, the EPA has the ability to replace properties with substitute properties of similar size and complexity at any point during the duration of the contract. The Contractor shall be responsible for achieving property closeouts for any such substitute properties.

NOTE: Based on previous experiences at the Site, there are relatively few instances where access agreements cannot be obtained. The Contractor shall document all refusals of access to properties. Such "denied access" property documentation shall immediately be returned to EPA to allow the Agency to pursue property access.

3.2 Substitutions due to Identification of Newly Discovered Prioritized Properties

Since properties are continually being identified for remediation through on-going sampling efforts that are not part of this contract, EPA may on occasion identify new properties that must be remediated quickly and therefore are of higher priority than currently assigned properties. The EPA retains the authority to substitute a limited number of originally assigned properties with these newly identified priority properties. Based on previous experience at this Site, there should be very few instances where the EPA will find it necessary to substitute an originally designated property with a newly identified priority property under this contract.

3.3 Substitutions due to Errors or Omissions

On rare occasions a property may be erroneously included on a remediation list when in fact the property does not require remediation and has been previously remediated. This type of listing error and any other type of property listing issue that stems from an oversight caused by the EPA or a previous contractor shall be categorized as an "Error or Omission". The EPA has the authority to substitute properties due to Errors or Omissions at any point during the contract performance. The Contractor shall be responsible for achieving property closeout for substituted properties. The Contractor shall immediately notify the COR if they become aware that a particular property on a remediation list may be the result of an error or omission.

4.0 PROJECT MANAGEMENT

The Performance Based Contracting (PBC) approach requires careful coordination of project activities to ensure that the EPA is kept informed of the project status, existing or potential

problems, and any changes that may be required to effectively manage the project and meet the needs of the stakeholders and decision-makers.

The Contractor will be responsible for the following project management activities;

4.1 Project Management Plan (PMP)

The Contractor shall take into account the following when developing their PMP and schedule for conducting remediation activities:

- No fieldwork of any kind shall be performed at any property before 8:00 AM or after 6:00 PM Monday through Friday, or before 9:00 AM or after 6:00 PM Saturday, in order to minimize disturbances to property owners and neighbors, unless specifically directed by the COR.
- No fieldwork of any kind will be permitted at any property on Sundays or the following National Holidays (New Years Day, Easter, Fourth of July and Christmas), unless the Contractor obtains the following:
 1. A signed agreement from the property owner that specifically allows the Contractor to conduct field work on a specific Sunday or a specified National Holiday and explains the cause for which the field work is required on such days.
 2. A separate signed agreement received by EPA from all residents of properties (one per living unit) that is directly adjacent to or across the street from the property that will be undergoing remedial actions, that specifically allows the Contractor to conduct field work on a Sunday or an identified National Holiday. The Contractor shall work with the COR to develop appropriate blank agreement forms to be used for the above purpose and the COR shall approve the form prior to its use.

Since the EPA strongly encourages the Contractor to use local subcontractors/services/laborers (see Section 5.1), the Contractor shall include in their PMP a detailed plan describing the proposed hiring strategy and how local subcontractors/services/laborers are planned to be utilized throughout the duration of the contract.

As part of the PMP, the Contractor shall discuss the format for providing electronic weekly progress reports to the COR. The weekly progress report shall be electronically transmitted to the COR no later than noon (Central time) every Monday, summarizing the previous week's work. The weekly progress reports shall describe work performed and provide weekly and cumulative totals for the numbers of properties excavated, backfilled, restored, and closed-out. If the Contractor is unable to transmit the report by noon, the COR will be notified of the circumstances and alternate arrangements will be made.

The Contractor shall maintain a current version of the PMP, updated to reflect progress towards the achievement of the performance objectives, and delineating proposed actions to accomplish future project milestones. The Contractor shall submit updated versions of the PMP during the duration of the contract as changes to the schedule occur (within 5 calendar days of change).

4.2 Quality Management

The Contractor is responsible for ensuring that the quality of all work and products performed or produced under this contract meets EPA approval. A Quality Assurance Project Plan (QAPP) shall be prepared and approved prior to the performance of field work.

Due to the performance-based nature of this effort, considerable flexibility is afforded to the Contractor to choose and implement a quality control program that will ensure that quality services are always provided. This quality control program shall be detailed in the QAPP.

4.2.1 Construction Quality Assurance Manager

This section describes the activities (observations and tests) that will be performed by the onsite Construction Quality Assurance (CQA) Manager or his designee during construction. Specific activities and test methods to be used to inspect the individual components of the construction project are provided in the following sections and the appendices. The inspection activities in the following sections are minimum requirements. Additional activities and testing may be necessary as the work progresses or as specified in this PWS.

4.2.2 Inspections

Inspection of materials, equipment, construction activities, workmanship and the completed properties shall be performed by qualified personnel familiar with the specific requirements of the PWS.

4.3 Milestone Presentations

Milestone presentations shall be made to the COR at the completion of each significant event (billable periods). These presentations will include, in-depth analysis and lessons learned from that activity and present the proposed approach for the completion of the next milestone.

4.4 Environmental Requirements

The Contractor shall coordinate all response actions with city, county, and state officials as necessary, prior to performing work. The COR will independently review Contractor work to ensure compliance with contract requirements. A discussion of applicable or relevant and appropriate requirements for this remedial response is presented in the May 19, 2009 Final Record of Decision for the Omaha Lead Site.

4.5 Protection of Private and Public Property

The Contractor shall be responsible for any damage that may be caused to private and public property. Any private or public property damaged or destroyed by the Contractor due to a negligent act shall be promptly repaired or replaced by the Contractor to a condition satisfactory to the owner of the public property (i.e., the City of Omaha) or private property at no cost to EPA, residents, or owners.

4.6 Handling of Sensitive Information and Confidentiality Agreement

All personnel working on this contract shall be responsible for preventing the unauthorized disclosure or release of the property list in Enclosure B and any other document or PWS deliverable containing personal or identifying information.

4.7 Health and Safety Program

The Contractor shall submit and implement a Health and Safety Program, including a written Health and Safety Plan (HASP) for review by the COR, meeting the requirements of the applicable federal, state, and local laws, regulations, and other requirements, including OSHA regulations at 29 CFR 1910.120. The HASP shall contain hospital route maps and be available and centrally located for all personnel to access during emergencies. The HASP shall describe on-going requirements, such as daily safety briefings.

NOTE: The Renovation, Repair and Painting (RRP) Rule went into effect on April 22, 2010. The RRP Rule can be found in Title 40 CFR Part 745 Subpart E. The RRP Rule establishes standards for individuals and firms conducting renovation activities that create lead-based paint hazards in target housing and child-occupied facilities. All contractors or persons performing repairs/renovations for compensation in target housing and child-occupied facilities must be trained and certified by an EPA-accredited training provider or an EPA-authorized state or tribal program and must use the lead-safe work practices described in the regulations. All contractors working at the Omaha Lead Site must be in compliance with the RRP Rule including having a certified renovator with each paint crew.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this PWS. Contractor shall comply, and shall secure compliance by its employees, agents, and lower-tier subcontractors, with all applicable health and safety laws, regulations, and other requirements, including without limitation, Federal OSHA and equivalent OSHA state regulations, City and County ordinances and codes, uniform fire codes, and DOT regulations.

The Contractor shall establish and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and notifying the owners and users of adjacent properties of potential hazards, as necessary. The contractor shall advise residents to stay away from active remediation areas to the extent possible.

The Contractor shall notify the COR promptly, in writing, if an assertion of non-compliance with the HASP has been made against the Contractor in connection with its performance of the Work.

The Contractor shall be responsible for coordinating the dissemination and exchange of Material Safety Data Sheets and other hazard communication information required to be made available to/or exchanged between/or among employees at the site in accordance with requirements of Federal, State, and local ordinances, laws or regulations.

The COR has the right to remove or bar from the site any employee of the Contractor or subcontractors for failure to comply with site health and safety requirements.

The COR has the authority to suspend any work activity, at the Contractor's expense, if the COR determines that unsafe practices are being employed at any time.

4.8 Regulatory Involvement

The Contractor shall address all inquiries/concerns from EPA and other state and local regulatory agencies (e.g., organizing discussions concerning Site response objectives and completion requirements, scheduling issues, performance and quality concerns) as required.

4.9 Community Involvement and Communication

The Contractor shall participate in or perform limited community involvement activities involving the project at the direction of the COR. EPA will attempt to minimize any community involvement responsibilities of the contractor. The COR shall be notified, to the extent possible, in advance of any media contact and in any case be immediately informed following any media contact and provided with details of the information requested and provided. The Contractor shall support the EPA in performing community relations activities directly associated with remedial actions including:

- (1) Managing the work in a manner to minimize any disruption to residents;
- (2) Providing information to residents about Contractor operations and schedules; and,
- (3) Identifying, documenting, and responding to questions, concerns and complaints.

The Contractor shall have primary responsibility for addressing problems and complaints submitted by property owners and the general community within the scope of the PWS. The Contractor shall provide to EPA for review and approval a Customer Satisfaction Plan (CSP) which identifies how complaints and comments about remedial action activities will be addressed. The CSP will identify contractor points of contact and responsibilities and describe all pertinent information to be collected about each individual complaint and its resolution.

4.10 Expertise and Necessary Personnel and Qualifications

All on-site workers must be able to demonstrate completion of training required by regulation and statute. In addition, Key Personnel shall demonstrate experience working in a similar role at a cleanup action involving soil remediation in an urban setting.

Some property owners may not be English-speaking or able to read documents/forms/surveys written in English. Therefore, the Contractor shall arrange, as necessary, to have all appropriate information (written or verbal) translated into a language that the property owner and residents can understand. However, all non-English documents submitted to the COR (e.g. access agreements) shall be accompanied by an English version.

5.0 ADDITIONAL REQUIREMENTS AND CONTRACT INFORMATION

5.1 Use of Local Subcontractors/Laborers/Goods and Services

The Contractor is encouraged to use local area subcontractors/employees/goods and services as defined in contract documents. Based on the level of local subcontracting/hiring/purchasing of goods and services, the Contractor may earn an incentive payment.

5.2 EPA Furnished Resources

The EPA will provide the following resources to the Contractor:

- Property records, reports, data, and information as available (e.g., quadrant sketches, paper copy, CD),
- Access to EPA policies and guidance documents.

5.3 Deliverables

The contractor shall submit the deliverables required by this PWS in accordance with the schedule identified below.

Deliverable	Description	Due Date(s)
Final Project Management Plan (PMP)	PWS, Section 4.1 – detailed description of how the project is to be managed	15 days after Contract Award
PMP revisions	PWS, Section 4.1	5 calendar days after change
Final Quality Assurance Project Plan (QAPP)	PWS, Section 4.2 – how the contractor will assure quality of all work and products; Consistent with the Site wide Sampling and Analysis Plan for the Omaha Lead Site	20 days after Contract Award
Final Field Sampling Plan (FSP)	Consistent with EPA Superfund Lead-Contaminated Sites Handbook (OSWER 9285.7-50, August 2003); Consistent with the Site wide Sampling and Analysis Plan for the Omaha Lead Site	20 days after Contract Award
Final Health and Safety Plan (HASP)	PWS, Section 4.7	20 days after Contract Award

Deliverable	Description	Due Date(s)
Customer Satisfaction Plan (CSP)	Detailed description of how complaints will be handled from receipt of complaint to resolution.	30 days after Contract Award
Interim Weekly Report	PWS, Section 2.7 - Status update of all aspects of contract work	Monday before noon while field work is on-going.
Monthly Report	PWS, Section 2.8	15 th day of each month, for the proceeding month, while field work is on-going
Daily Oral Reports	Updates of anticipated work, problems encountered, etc.	Daily while field work is on-going
Pre-Remedial Package for each Property	Information regarding ownership, access attempts, access agreements, special considerations, etc.	Available for COR review prior to any remediation work on a property
Remedial Package for each Property (Property Files)	For each property - Information including, but not limited to, ownership, access attempts and agreement, pre and post excavation lead concentrations, pre and post excavation property sketches, identification of any contaminated areas greater than 4 square feet remaining at completion, property owner sign-off, owner survey and EPA COR signature	15 th of the month after completion – submitted as part of the Monthly Report
Milestone Presentations	Oral presentation describing efforts, problems encountered, recommended solutions,	After completion of the first 50 properties from the initial 300 properties and after completion of each 100 properties thereafter (including increments and option properties)
Final Report	PWS, Section 2.9	30 days after completion of field work
Justification for Receipt of Incentive Awards	Report that provides documentation to support award of contract incentive	30 days after completion of field work
Diesel Chemical and Particulate Emissions Report	Monthly report of equipment usage, use of bio-diesel and the decreased emissions resulting from retro-fitting diesel-powered construction equipment.	15 th day of each month. For the preceding month while field work is on-going
Storm Water Discharge Plan	Must be compliant with regulations -- hard copy submittal is only required if the Contractor is not utilizing the Missouri River Treatment Plant	Before a new staging area is utilized

**QUALITY ASSURANCE SURVEILLANCE PLAN
(QASP)
Remedial Action at the Omaha Lead Site – OU2**

Activity	Performance Standard	Allowable Deviation	Surveillance Method	Incentive or Disincentive
Permits and notifications	Permits and/or notifications required by local, state, and/or federal requirements are obtained in a timely manner without impact to the work schedule	No deviation allowed	COR review of documentation/on-site surveillance	None
Mobilization/demobilization	Mobilization/demobilization is accomplished without significant impact to the planned schedule	No deviation allowed	On-site surveillance and review of schedule by COR	None
Compliance with regulations	Work performance is in accordance with all federal, state and local regulations.	No deviation allowed	On-site surveillance by COR or designee	None
Property remediation	All properties are remediated in accordance with the PWS and any/all applicable local, state, and federal regulations.	No deviation allowed	On-site surveillance by COR	None
Completion of plans	Project Management Plan, Quality Assurance Project Plan, Field Sampling Plan, Complaint Management Plan, Storm Water Discharge Plan and the Health and Safety Plan are completed and acceptable with only minor revision(s).	No deviation allowed	COR review of plans	None
Record - keeping	All recordkeeping is performed in accordance with the PWS.	No deviation allowed	COR review of records	None
Dust suppression	Dust suppression efforts comply with the PWS including lead contaminated soil piles being covered at the conclusion of each work day.	No deviation allowed	On-site surveillance by COR	None
Transport and disposal	Transportation and disposal of lead contaminated soil and analytical testing is performed in accordance with the PWS.	No deviation allowed	On-site surveillance by COR	None
Sensitive materials/properties	No disclosure of sensitive materials or private information occurs.	No deviation allowed	On-site surveillance by COR	None
Property folders	Property folders are legible and complete and submitted within the time requirements identified in the PWS	No deviation allowed	COR review of property folders	None
Customer Satisfaction Incentive #1	EPA satisfaction including citizen phone calls received by EPA's Public Information Center(s) and EPA's Regional Office. Also, property owner satisfaction surveys are used to compute this incentive.		See note *	An amount equal to 2.5% of the base quantity or 2.5% of each option quantity exercised may be earned *
Local Buy Incentive #2	Local spending and hiring. This incentive can be earned by hiring and buying within the area identified as the Omaha Lead Site.		See note **	An amount equal to 2.5% of the base quantity or 2.5% of each option quantity exercised may be earned **

Environmental Justice Incentive #3	Commitment to Economically Disadvantaged Communities - EJ Area Expenditures		See note ***	An amount equal to 2.5% of the base quantity or 2.5% of each option quantity exercised may be earned
Incomplete properties Negative Incentive #1	No property remains open without backfill and/or sod for more than 3 weeks.	No deviation allowed	On-site surveillance by COR	A deduction of \$1000 per property will be taken from contractor's invoice
Diesel Chemical and Particulate Emissions Negative Incentive #2	Diesel chemical and particulate emissions are reduced during construction through using alternative fuels such as bio-diesel and using idle-reduction practices for 100% of diesel-powered equipment. Fuel usage, including the type and percentage of alternate fuel utilized, shall be included in progress reports. Performance standard ranges correspond to varying amounts of negative incentive for differing fuel mixtures. See Note****	See Note ****.	On-site surveillance by COR and review of monthly Diesel Chemical and Particulate Emissions Report	A deduction equal to 1% of CLIN 0001 will be deducted from contractor invoice if all diesel-powered equipment does not utilize at least 5% alternative fuel in conjunction with idle reduction practices. See Note **** for further information.

NOTE: Financial incentives are included to promote quality work, a high degree of property owner satisfaction, and use of local labor, goods, and services. These incentives must be earned, they are NOT GUARANTEED.

***Incentive #1 – Customer Satisfaction - Payment methodology –** based on the average rating from completed Property Owner Satisfaction Surveys AND the assessment of performance by EPA's PO/COR. EPA's assessment will consider timeliness of punch list resolution, business relations, complaint resolution, and the overall quality of work including random phone calls (complaints) received by the Public Information Centers and the Regional Office. The EPA assessment will be considered as a separate portion of this particular incentive. This incentive breaks down as being 40% EPA satisfaction and 60% derived from the Property Owner Satisfaction Surveys.

Property Owner Survey ratings:

9-10 = Excellent
7-8 = Very Good
5-6 = Acceptable
3-4 = Poor
1-2 = Very Poor

If the average rating is = 8.0 or greater – the contractor is eligible for 100% of this portion of the incentive
If the average rating is between 6.0 and 8.0 – the contractor is eligible for 50% of this portion of the incentive
If the average rating is between 5.0 and 6.0 – the contractor is eligible for 10% of this portion of the incentive
Average property owner survey ratings of less than 5.0 earn no incentive.

****Incentive #2 - Commitment to Local Community - Local Expenditures –**EPA approved "local" contract expenditures will be considered "allowable local expenditures" for the purpose of this incentive. The following are considered eligible expenditures: 1) subcontracts with locally owned businesses located within a fifty (50) mile radius of the ASARCO facility's former location at 500 Douglas Street, Omaha, Nebraska; 2) Salaries and wages paid to employees residing within a fifty (50)

mile radius of 500 Douglas Street, Omaha, Nebraska; or 3) miscellaneous goods & services purchased from local vendors located within a fifty (50) mile radius of 500 Douglas Street, Omaha, Nebraska. Local vendors must be locally-owner for purchases to qualify for this incentive.

The contractor shall provide supporting documentation to EPA that may include invoices, receipts, or other proof of expenditures which clearly demonstrates eligibility of claimed local expenditures. To receive credit for expenditures toward Incentive 2, the Contractor must certify that subcontractors and vendors are locally owned and located within a fifty (50) mile radius of the ASARCO facility's former location at 500 Douglas Street. Expenditures claimed as credit toward Incentive # 2 shall be reported in categories of subcontracts, purchases, and wages paid. For each expenditure, the Contractor shall identify the street address of subcontractors, vendors, or employees paid by Contractor and claimed as credit toward Incentive Number 2. EPA will review documentation for local expenditures submitted by Contractor to determine amount of claimed local expenditures to be applied toward incentive criteria. EPA may ask for additional supporting information to determine eligibility of Contractor expenditures toward incentive criteria. The Contractor shall submit claim for incentive fee separately for the base contract and for each contract option.

- Allowable local expenditures of 50% or more of the total amount paid by EPA to Contractor earns 100% of incentive
- Allowable local expenditures between 40-49% of the total amount paid by EPA to Contractor earns 75% of incentive
- Allowable local expenditures between 30-39% of the total amount paid by EPA to Contractor earns 50% of incentive
- Allowable local expenditures between 20-29% of the total amount paid by EPA to Contractor earns 25% of incentive
- Allowable local expenditures of less than 20% earn no incentive.

*** Incentive # 3 – Commitment to Economically Disadvantaged Communities – EJ Area Expenditures - EPA-approved contract expenditures within designated Environmental Justice (EJ) areas of the Omaha Lead Site Final Focus Area will be considered “allowable EJ area expenditures” for the purpose of this incentive. A street map depicting the boundaries of eligible EJ areas within the Omaha Lead Site Final Focus Area is attached to this Quality Assurance Surveillance Plan. A map in pdf format showing finer detail of street boundaries is provided on the CD containing property sketches for the base contract. This map in pdf format is also available on the Omaha Lead Site web page at http://www.epa.gov/region07/cleanup/npl_files/index.htm#Nebraska. The following are considered eligible expenditures: 1) subcontracts with locally owned businesses located within the designated EJ area of the Omaha Lead Site; 2) Salaries and wages paid to employees residing within the designated EJ area of the Omaha Lead Site; or 3) miscellaneous goods & services purchased from local vendors located within the designated EJ area of the Omaha Lead Site. Local vendors must be locally-owner for purchases to qualify for this incentive. EJ Area Expenditures which are approved by EPA will also count toward Incentive # 2 - Local Expenditures.

The contractor shall provide supporting documentation to EPA that may include invoices, receipts, or other proof of expenditures which clearly demonstrates eligibility of claimed EJ area expenditures. Expenditures claimed as credit toward Incentive # 3 shall be reported in categories of subcontracts, purchases, and wages paid. For each expenditure, the Contractor shall identify the street address of subcontractors, vendors, or employees paid by Contractor and claimed as credit toward Incentive # 3. EPA will review documentation submitted by Contractor to determine amount of claimed EJ area expenditures to be applied toward incentive criteria. EPA may ask for additional supporting information to determine eligibility of Contractor expenditures toward incentive criteria. The Contractor shall submit claim for incentive fee separately for the base contract and for each contract option.

- Allowable EJ area expenditures of 50% or more of the total amount paid by EPA to Contractor earns 100% of incentive
- Allowable EJ area expenditures between 40-49% of the total amount paid by EPA to Contractor earns 75% of incentive
- Allowable EJ area expenditures between 30-39% of the total amount paid by EPA to Contractor earns 50% of incentive
- Allowable EJ area expenditures between 20-29% of the total amount paid by EPA to Contractor earns 25% of incentive
- Allowable EJ area expenditures of less than 20% earn no incentive.

******Negative Incentive #2 – Diesels Chemical and Particulate Emissions** - The following information is provided to assist the contractor with achieving the required use of alternative fuel such as bio-diesel and in the use of no-idle practices when operating 100% of all diesel-powered equipment in performance of work under this contract.

Alternative Fuel Use:

The Contractor may is strongly encourage to utilize alternative fuel, such as bio-diesel, in all of the diesel-powered construction equipment in. The Contractor shall identify all equipment and vehicles that will use clean or alternate fuels, such as bio-diesel, and report the amount of fuel usage on a monthly basis in the Diesel Chemical and Particulate Emissions Report. The addition or deletion of diesel equipment shall also be included in the ongoing monthly submittals of the Diesel Chemical and Particulate Emissions Report.

The following performance standard ranges correspond to the amount of negative incentive which will be applied for differing fuel mixtures. The applicable funding pool from which amounts will be withheld are percentages of CLIN 0001, 1001, and 2001 (depending on contract year) no matter if work is being performed under the Base Quantity, an Option Quantity, or work being performed on Non-routine Properties under any other CLIN.

- less than 5% alternative fuel used earns a deduction of 100% from the funding pool
- 5% thru 9% alternative fuel used earns a deduction of 75% from the funding pool
- 10% thru 14% alternative fuel used earns a deduction of 50% from the funding pool
- 15% thru 19% alternative fuel used earns a deduction of 25% from the funding pool
- 20% or more alternative fuel used earns NO deduction from the funding pool

No-idle Practices:

In addition to using alternative fuel, the contractor shall use methods to control nuisance odors associated with diesel emissions from construction equipment including without limitation the following: (1) turning off diesel combustion engines on construction equipment not in active use, and on trucks that are idling while waiting to load or unload material for five minutes or more; and (2) locating diesel equipment away from the general public and sensitive receptors.

No incentive or negative incentive is established for complying with the no-idle practices required above, however, non-compliance will be taken into consideration by the EPA COR when assessing the Customer Satisfaction Incentive.

ENCLOSURE A SITE INFORMATION

A.1 SITE NAME, LOCATION, AND DESCRIPTION

The Omaha Lead Site (OLS [CERCLIS ID # NESFN0703481]) includes contaminated surface soils present at residential properties, child-care facilities, and other residential-type properties in the city of Omaha, Nebraska, that have been contaminated as a result of historic air emissions from lead smelting/refining operations. The Omaha Lead Site encompasses the eastern portion of the greater metropolitan area in Omaha, Nebraska. The site is centered around downtown Omaha, Nebraska, where two former lead processing facilities operated. American Smelting and Refining Company, Inc., (Asarco) operated a lead refinery at 500 Douglas Street in Omaha, Nebraska, for over 125 years. The Gould, Inc. (Gould) lead battery recycling plant was located at 555 Farnam Street. Both facilities released lead-containing particulates to the atmosphere from their smokestacks which were deposited on surrounding residential properties.

The OLS includes only those residential properties where the Environmental Protection Agency (EPA) determines through soil sampling that soil lead levels represent an unacceptable risk to human health. Residential properties where soil sampling indicates that soil lead concentrations are below a level of concern are not considered part of the Site. All non-residential properties are also excluded from the defined Site. The EPA has established a 27.0 square mile Final Focus Area where soil sampling of residential properties is being conducted to measure the impact of the former smelting/refining facilities on soil lead levels at individual properties. The results of the soil sampling determine whether the individual property is included within the defined Omaha Lead Site. For convenience, the perimeter of the Final Focus Area will be referred to as the Site boundary. The Site is actually comprised of the individual properties that have been determined to be eligible for remedial action on the basis of soil sampling.

The U. S. Environmental Protection Agency (EPA) is the lead agency for this project. The Nebraska Department of Environmental Quality (NDEQ) serves as the support agency to EPA. The cleanup of residential properties at the OLS is being funded from the Superfund Trust under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended. The EP is involved in discussions with Potentially Responsible Parties for the site (PRPs) seeking their participation in funding and/or performance of the selected remedy.

A.2 SITE HISTORY AND ENFORCEMENT ACTIVITIES

Site History

The Asarco facility conducted lead smelting and refining operations at the 500 Douglas Street facility from the early 1870s until 1997. The ASARCO facility was located on approximately 23 acres on the west bank of the Missouri River in downtown Omaha. Aaron Ferer and Sons opened and operated a secondary lead smelter and lead battery recycling plant from the early 1950s until 1963. In 1963, the facility was purchased by Gould, who operated until it closed in 1982. During the operational period of these facilities, lead-contaminated particulates were

emitted into the atmosphere through smokestacks and other processes. The pollutants were transported downwind in various directions and deposited on the ground surface.

The Douglas County Health Department (DCHD) performed monitoring of the ambient air quality around the ASARCO facility beginning in 1984. This air monitoring routinely measured ambient lead concentrations exceeding the 0.15 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) ambient standard for lead. The highest recorded quarterly average measured in air was $6.57 \mu\text{g}/\text{m}^3$.

The DCHD has compiled statistics on the results of blood lead screening of children less than seven years of age for more than 25 years. Blood lead screening of children living in zip codes located east of 45th Street nearest to the former lead processing facilities have consistently exceeded the 10 micrograms per deciliter ($\mu\text{g}/\text{dl}$) health-based threshold more frequently than children living elsewhere in the county.

In 1998, the Omaha City Council requested assistance from the EPA to address the high frequency of children found with elevated blood lead levels by the DCHD. At that time, the EPA began investigating the lead contamination in the Omaha area under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

The EPA began sampling residential properties and properties that were used to provide licensed child-care services in March 1999. The EPA initiated a series of response actions under CERCLA removal authority in August 1999 to address soil exceeding 400 ppm at child care facilities and residences where children with elevated blood lead levels resided. In August 2002, a second removal action was initiated to address soil at other residential properties exceeding 2,500 ppm. This action level was reduced to 1,200 ppm in November 2003. In March 2004, these two removal actions were combined into a single response action.

Response action was initiated under CERCLA Removal authority in August 1999 through an Inter-Agency Agreement with the U.S. Army Corps of Engineers. From 1999 through 2002, excavation and soil replacement was completed by the Corps of Engineers at 257 properties. EPA began directly implementing the removal action in 2002, and completed excavation and soil replacement at a total of 144 properties through 2003. EPA and the Corps of Engineers combined to complete a total of 310 properties in 2004. Removal action was completed by EPA and the Corps of Engineers at 805 properties in 2005 as work was transitioning to CERCLA Remedial authority.

The OLS was proposed for the EPA National Priorities List (NPL) on February 24, 2002. The proposed NPL listing became final on April 30, 2003. The general boundaries of the Site were estimated at the time of NPL listing by establishing a perimeter surrounding the properties that had been determined to exceed 1,200 parts per million (ppm) lead at that time. The area enclosed by this perimeter was approximately 8,840 acres (13.8 square miles), with an estimated population of 65,863 (based upon 1990 U.S. Census information). Twenty public schools were located within this area. On the basis of soil sampling performed subsequent to NPL listing, a focus area was established where EPA targeted additional soil sampling at residential properties to characterize the impact from the former lead processing facilities. The original focus area

boundary encompassed an area of approximately 12,098 acres (18.9 square miles) bounded by Ames Avenue to the north, L Street to the south, 45th Street to the west, and the Missouri River to the east.

Between March 1999 and January 2004, surface soil samples were collected from 15,012 residential properties. EPA finalized an initial Remedial Investigation (RI) at the Site in 2004 which presented the results of previous site investigations. During data collection for the 2004 RI, the boundaries of the focus area were expanded to include additional areas where elevated soil lead levels were consistently found. The 2004 expanded focus area added portions of areas north to Redick Avenue, west to 52nd Street, and south to Harrison Street, encompassing a total area of approximately 16,465 acres (25.7) square miles. The 2004 RI estimated that 16,000 residential properties may exceed 400 ppm lead, that 5,600 properties may exceed 800 ppm lead, and that 2,800 properties may exceed 1,200 ppm lead.

EPA issued an Interim Record of Decision (Interim ROD) for the OLS on December 15, 2004, based upon information in the Administrative Record for the Site, including the Remedial Investigation and Feasibility Study released in 2004. The Interim ROD expanded the scope of the ongoing response action to include excavation and replacement of residential soils exceeding 800 ppm, and continued removal and replacement of soils exceeding 400 ppm at child care facilities and residences where children with elevated blood lead levels reside. The selected interim remedy added new elements to the response action, including stabilization of deteriorating exterior lead-based paint in cases where the continued effectiveness of the soil response is threatened, high efficiency interior dust cleaning at eligible properties, health education, and participation in a comprehensive remedy with other agencies and organizations to addresses all identified lead exposure sources in the community.

In March 2005, the scope of the ongoing removal action was amended to include all elements of the Interim Record of Decision, which continued until work commenced under CERCLA Remedial authority. Removal response was discontinued when remedial response commenced. Proceeding under CERCLA Remedial authority, EPA completed soil excavation and replacement (remediation) at 255 properties in 2005 for a total of 1060 properties completed in 2005 under combined removal and remedial authority. During 2006, soil remediation was completed by EPA contractors at 1044 properties. Soil remediation was completed by EPA contractors at an additional 1,000 properties in 2007, 800 properties in 2008, and 1021 properties in 2009. Through the close of the 2009 construction season, Soil excavation and replacement under CERCLA Removal and Remedial authority has been completed at 5,636 residential properties at the OLS.

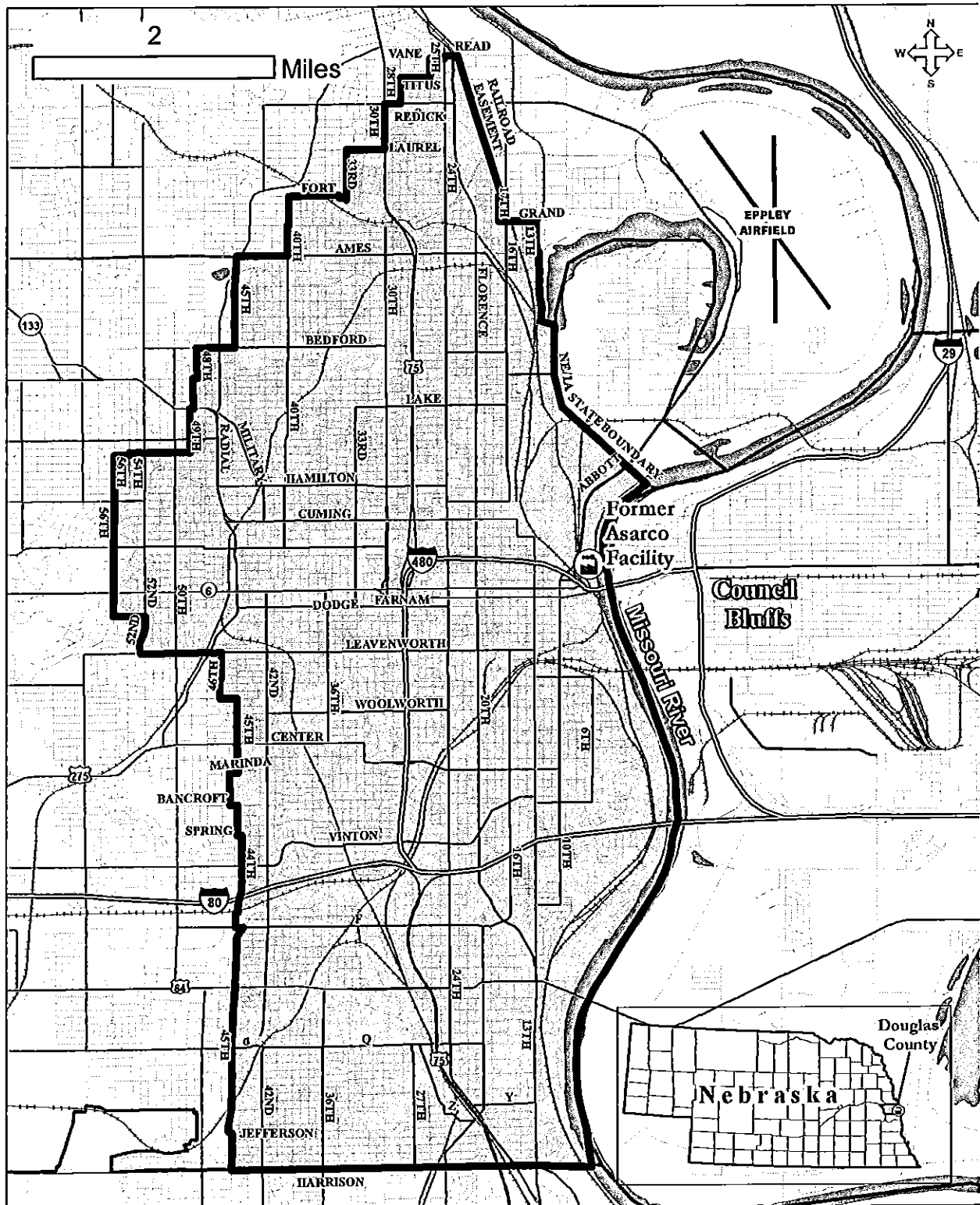
Stabilization of deteriorating exterior lead-based paint in accordance with the interim remedy commenced in 2007 through a cooperative agreement with the City of Omaha Lead Hazard Control Program. Stabilization was completed at 18 properties in 2007. Under both EPA and City of Omaha contacts, stabilization of deteriorating exterior lead-based paint was completed at 1,199 properties in 2008, and at 1,432 properties in 2009.

During implementation of the interim remedy, the EPA continued to perform soil sampling to support a final remedy for the Omaha Lead Site. In October, 2008, EPA released a Final

Remedial Investigation, which presented results of all site investigations including soil sampling performed at more than 35,000 residential properties. Based on the 2008 data set, EPA established the Final Focus Area for the Site, which defines the residential properties that are targeted for sampling. This area is generally bounded by Read Street to the North, 56th Street to the west, Harrison Street (Sarpy County line) to the south, and the Missouri River to the east, and encompasses 17,290 acres (27.0 acres). The 2000 U.S. Census data for this area shows a total population of 125,650, including 14,117 children less than 7 years of age. Current information from the Douglas County Assessors Office indicates that 39,783 residential properties are located within the Final Focus Area. Through close of the 2009 construction season, soil sampling had been completed at 36,306 residential and residential-type properties at the OLS.

A Final Record of Decision for the Omaha Lead Site was issued by EPA May 19, 2009. The Final Record of Decision retained the elements of the Interim Record of Decision, and established a final action level of 400 ppm for lead in residential soils at the OLS. Lowering the soil lead action level to 400 ppm resulted in an estimated 9,966 additional properties eligible for soil remediation. A total of 14,581 properties were estimated to be eligible for soil remediation in the Final OLS Record of Decision, including those previously remediated. Soil remediation has been completed at 5,636 properties through the close of the 2009 construction season..

Figure 1 depicts the general boundaries of the final focus area. Portions of the final focus area extend to 56th Street to the west, the Missouri River to the east (excluding the Omaha central business district), Read Street to the north, and Harrison Street to the south. These boundaries define a general area where the majority of the impacted properties are located. The actual site, however, includes any property where soil lead levels exceed EPA criteria for initiating remedial action. The National Priorities List Site is defined as the collection of individual properties that exceed the established action levels, defined on a property-to-property basis, and is not defined by a discrete boundary.



ENCLOSURE B
SITE BOUNDARIES AND PROPERTY LISTING

A list of specific properties to be remediated under this contract will be made available at the pre-bid conference scheduled for . Generally, the homes to be addressed are older single and multi-family dwellings constructed during the mid- to later 1900's. Properties are in various states of repair and range from severely deteriorated to immaculately maintained. Most lot sizes are less than one-quarter acre. An example of previously remediated property will be provided at the scheduled pre-bid conference.

ENCLOSURE C
PROJECT DELIVERABLES

1. Project Management Plan
2. Quality Assurance Project Plan
3. Field Sampling Plan
4. Health and Safety Plan
5. Customer Satisfaction Plan
6. Milestone Presentations
7. Pre-Remedial Package for each Property
8. Remedial Package for each Property
9. Weekly Interim Reports
10. Monthly Reports
11. Final Report
12. Contractor Close-Out Forms
13. Justification of Receipts/Records for Incentive Awards
14. Storm Water Run-off Plan

ENCLOSURE D
RECORD OF DECISION

ENCLOSURE E

Definitions

Drip Zones - Lead-contaminated soils are frequently found within the drip zone of houses. In accordance with the Superfund Lead-Contaminated Residential Sites Handbook, a four-point composite sample, is typically, collected from the drip zone of each residential property.

The composite sample (taken from any size house) should consist of a minimum of four aliquots collected within 6 and 30 inches from the exterior walls of the house. Each aliquot should generally be collected from the midpoint of each side of the house.

All drip zones that have been deemed as contaminated will be excavated to a minimum of 30 inches away from the foundation of the home. It shall be the Contractor's responsibility to define the width of the drip zone from the foundation wall, if greater than 30 inches. The only exceptions will be is if it is not technically feasible to excavate that far away from the foundation; for example, a sidewalk or other permanent cap or if excavation or continued excavation would threaten the structural integrity of the foundation.

Residential properties - Are defined as any area with high accessibility to sensitive populations, and includes properties containing single-and multi-family dwellings, apartment complexes, vacant lots in residential areas, schools, day-care centers, community centers, playgrounds, parks, green ways, and any other areas where children may be exposed to site-related contaminated media.

Sensitive populations - Are defined as young children (those under 7 years of age, who are most vulnerable to lead poisoning), nursing and pregnant women. Focus is put on children less than 7 years old because blood lead levels typically peak in this age range. Unfortunately, this age range is also where children are most vulnerable to the adverse cognitive effects of lead. Pregnant women are included due to the effects of lead on the fetus

Gravel driveways - Fine-grained driveway material may present a direct exposure pathway to persons working or engaged in recreational activities on driveways. Concentrations may also contribute to the transport of contaminants throughout the community. If a gravel driveway is in a contaminated area and soil is visible, the contaminated area shall be excavated. The COR shall be notified each time this situation occurs.

Crawl Spaces and Exterior Decks - Crawl space and exterior deck sampling is recommended if the crawl space is accessible to children or pets. Pets have been found to access these spaces and move significant amounts of fine dust containing elevated lead levels into the child's living areas. These types of areas should be excavation and restored if reasonably accessible by site workers.

Cap - Paved surfaces such as asphalt/concrete driveways, patios, alleys, and parking lots should, in most cases, not be sampled. Samples should be collected in other locations depending upon the potential for exposure or recontamination. For example, sampling would be appropriate in accessible areas under porches and crawl spaces. In cases where excessive

personal items must be moved to accommodate remediation, EPA will be consulted if those responsible (homeowner/resident) are not able or willing to move items to allow for remediation. EPA may elect to provide a substitute property where reasonable arrangement cannot be reached. Incomplete barriers (such as rock or gravel) or minimal use areas (such as areas under porches), which exceed the applicable clean-up level, should be cleaned up to the extent practicable.

Empty lots - If zoned residential and the lot contains soil with lead concentrations greater than the EPA action level, empty lots are eligible and should be remediated. Examples include empty lots between two houses and groups of empty lots that are near improved lots.

Contamination Remaining after Completion - Every attempt should be made to clean up the entire yard. However, any residential yard areas without permanent barriers that the resident requests to leave unremediated, should be sampled separately after receiving EPA concurrence to determine if the selected clean-up level is exceeded. If the clean-up level is exceeded and the owner refuses to allow the remediation of that portion of the yard, then records will be developed to document that the remediation was less than complete. Any area that is greater than four square feet that meets the criteria above should be documented on the as-built drawing and information uploaded into the EPA database.

As-Built Drawing - The drawing will contain the following information: final lead confirmation levels, areas with contamination remaining (above the action level) following remediation, property address, owner's name, BVID/SAID number, legend, contractor identification, date. The drawing should be 8 ½ x 11 inches, legible, with a north arrow.

ATTACHMENT 2

DAVIS-BACON ACT WAGE DETERMINATION

General Decision Number: NE100001 03/26/2010 NE1

Superseded General Decision Number: NE20080001

State: Nebraska

Construction Types: Heavy and Highway

Counties: Douglas, Sarpy, Saunders and Washington Counties in Nebraska.

HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges) SAUNDERS COUNTY (EAST OF HWY. #109 EXTENDED NORTH AND SOUTH TO THE COUNTY LINE)

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010

CARP0444-002 06/01/2009

	Rates	Fringes
CARPENTER.....	\$ 23.94	9.25
Piledriver.....	\$ 23.81	8.23

ELEC0022-002 06/01/2009

DOUGLAS AND SARPY COUNTIES; SAUNDERS COUNTY (east of Hwy. #109 and north of U.S. Alternate Highway No. 30 (Route 92)); AND WASHINGTON COUNTY:

	Rates	Fringes
ELECTRICIAN.....	\$ 30.75	1%+12.24

ELEC0265-001 06/01/2009

SAUNDERS COUNTY (east of Hwy. #109 and south of U.S. Alternate Hwy. No. 30 (Route 92)):

	Rates	Fringes
Electricians:		
Zone 1.....	\$ 25.12	4.5%+8.65
Zone 2.....	\$ 25.42	4.5%+8.65
Zone 3.....	\$ 25.72	4.5%+8.65
Zone 4.....	\$ 26.12	4.5%+8.65

ZONE DEFINITIONS:

Zone 1: 0 to 35 miles from the main Post Office in Lincoln,

NE

Zone 2: 36 to 50 miles from the main Post Office in Lincoln,
NE

Zone 3: 51 to 75 miles from the main Post Office in Lincoln,
NE

Zone 4: 76 miles and over from the main Post Office in
Lincoln, NE

FOOTNOTE:

Work on scaffolds, hanging scaffolds, boatswains chairs or ladders, etc., in any area where the worker is in a position to fall 40 ft. or more, or where objects above the worker can fall 40 ft. or more: to be paid one and one-half times the straight- time rate of pay.

ZONE DEFINITIONS:

Zone 1: 0 to 35 miles from the main Post Office in Lincoln,
NE

Zone 2: 36 to 50 miles from the main Post Office in
Lincoln, NE

Zone 3: 51 to 75 miles from the main Post Office in
Lincoln, NE

Zone 4: 76 miles and over from the main Post Office in
Lincoln, NE

ELEC1525-001 09/01/2009

LINE CONSTRUCTION:

	Rates	Fringes
Line technicians:		
Cable Splicer; Lineman		
Welder.....	\$ 34.25	13.83
Equipment Operator.....	\$ 28.59	12.33
Groundman.....	\$ 20.61	10.21
Lineman/Line Technician.....	\$ 31.86	13.20
Truck Driver.....	\$ 22.88	10.81

ELEC1525-002 09/01/2009

	Rates	Fringes
Traffiic signal, street light and underground work:		
Cable Splicer; Lineman		
Welder.....	\$ 34.25	13.83
Equipment Operator.....	\$ 28.59	12.33
Groundman.....	\$ 20.61	10.21
Lineman/Line Technician.....	\$ 31.86	13.20
Truck Driver.....	\$ 22.88	10.81

ENGI0571-003 06/01/2009

	Rates	Fringes
Power Equipment Operator		

Group 1.....	\$ 15.91	7.45
Group 2.....	\$ 19.90	7.45
Group 3.....	\$ 21.58	7.45
Group 4.....	\$ 22.37	7.45
Group 5.....	\$ 25.56	7.45

Group 1: Oiler, Greaser, Air Compressors, Welding machines, Pumps, Rollers, Hydro Hammer, Concrete Pumps, Rubber Tired Farm Tractors, Spread Oiler less than 2 years experience.

Group 2: Offroad heavy haulers, Rough Dozer, Rough Blade, Cure & Tyne Machine, Pug Mill, Ferguson type tractors (Workbull with high tecco), Asphalt Roller, Forklift, Oil Distributor, Boom Trucks under 5000lbs, Self-Propelled Compactor, Scrapers and Tractor-Scraper Combination (With less than 2 years experience).

Group 3: One & Two Drum hoists, Tuggers, Trenchers, Concrete spreader & Finishing Machine, Loaders, Spread Oiler more than 2 years experience, Bantam Type Tamper, Rubber Tired Tractor Backhoe, Finish Dozer, Scraper and Tractor-Scraper Combination (with less than 3 years experience).

Group 4: Trimmers, Backhoes/Excavator, Machanic, Slipform Pavers, Asphalt Plants-Concrete Plants, Laydown machines, Concrete PUMP Trucks, Finish Blade, Scraper and Tractor-Scraper Combination (with more than 3 years experience).

Group 5: Cranes, Bridge Deck Finishers, Excavator used for hoisting to construct Bridges and Box Culverts.

FOOTNOTES:

Operation of an articulating, Pitman type boom truck with single axle truck and lift capacity of less than 5,000 lbs., used to put construction materials in place: 90% of the group 2 rate.

When two (2) scraper units or two push cat units capable of operating separately are hooked together in tandem for single operation, the operator shall receive twenty-five cents (\$0.25) over the classification worked.

When air compressors are used for operating the hammer when pulling or driving pile and the compressor operator is required to operate the air valve for such hammer, such compressor operator shall receive the top wage rate.

Operators working in tunnels and caverns under compressed or free air shall receive forty cents (\$0.40) above their classification.

Hazardous waste removal work requiring the wearing of personal protective equipment and/or suits, to be paid as follows:

Class A: \$3.00 additional per hour
 Class B: 2.00 additional per hour
 Class C: 1.00 additional per hour
 Class D: no premium pay.

IRON0021-003 06/01/2009

	Rates	Fringes
IRONWORKER.....	\$ 26.50	9.97

* LABO1140-001 10/01/2008

DOUGLAS and SARPY COUNTIES; SAUNDERS COUNTY (east of Hwy. #109)

	Rates	Fringes
LABORER		
Form setter, pre-cast manhole setter, inlet builder.....	\$ 18.09	6.80
General Laborer.....	\$ 17.36	6.80
Mortar mixer, Concrete saw operator, Pipelayer and Chain saw operator.....	\$ 17.65	6.80

LABO1140-003 10/01/2008

WASHINGTON COUNTY

	Rates	Fringes
Laborers:		
Form setter, pre-cast manhole setter, inlet builder.....	\$ 18.09	6.80

PAIN0081-010 06/01/2009

	Rates	Fringes
PAINTER.....	\$ 20.53	6.70

FOOTNOTES:

Work performed above 75 ft. on suspended staging: \$.50 per hour additional.

Spray machine operator: \$.50 per hour additional.

Nozzle operator for sandblasting and waterblasting (waterblasting more than 10,000 PSI) (including all side arm grinder operators engaged in removing paint or preparing for painting): \$.50 per hour additional.

SUNE1988-001 12/20/1988

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.62	3.00

SUNE1993-001 08/05/1993

	Rates	Fringes
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Sprinkler Installer (lawn).....\$ 7.25

TEAM0554-001 10/01/2009

	Rates	Fringes
Truck drivers:		
Low Boy Driver.....	\$ 18.02	7.20
All Other Work.....	\$ 16.77	7.20

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: NE100009 03/12/2010 NE9

Superseded General Decision Number: NE20080009

State: Nebraska

Construction Type: Residential

Counties: Cass, Douglas and Sarpy Counties in Nebraska.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date
0 03/12/2010

BRNE0001-003 06/01/2009

	Rates	Fringes
BRICKLAYER.....	\$ 26.55	10.75

CARP0444-003 06/01/2008

	Rates	Fringes
CARPENTER (includes acoustical ceiling and batt insulation) Work on 4 story apartment buildings.....	\$ 20.48	8.63

* ELEC0022-003 04/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 20.21	1%+6.60

* ELEC0022-005 04/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 20.21	1%+6.60

* ELEC0022-013 04/01/2009

	Rates	Fringes
ELECTRICIAN (Sound and voice transmission, transference systems; television and video systems; security systems; communication systems that transmit or receive information and/or control systems; energy management systems; and fire alarm system (does not include		

raceway systems (excluding cable tray for the purpose of the above listed systems; Also, chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems); Note: Fire alarm systems when installed in raceways in any new or remodel project when other building trades are present shall be the work of the inside electrician)).....\$ 20.21 1%+6.60

PLAS0538-002 10/01/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 24.31	8.60

PLUM0016-005 05/31/2007

	Rates	Fringes
PLUMBER.....	\$ 29.82	10.30

SUNE1984-002 06/01/1984

	Rates	Fringes
Drywall:		
Finisher & taper.....	\$ 8.64	
Hanger.....	\$ 13.57	2.10
Insulator.....	\$ 11.21	
IRONWORKER.....	\$ 13.00	2.00
Laborers:		
General.....	\$ 10.41	1.80
Mason tender.....	\$ 10.585	1.80
PAINTER.....	\$ 10.00	
Power equipment operators:		
Loader.....	\$ 13.49	
Sheet metal worker.....	\$ 11.89	1.34
TRUCK DRIVER.....	\$ 10.27	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

ATTACHMENT 3

LEAD-BASED PAINT STABILIZATION FORMS (4)

RENOVATION RECORDKEEPING CHECKLIST

Name of Firm: _____

Date and Location of Renovation: _____

Brief Description of Renovation: _____

Name of Assigned Renovator: _____

Name(s) of Trained Workers: _____

Name of Dust Sampling Technician, Inspector, and/or Risk Assessor, if used: _____

☐ Copies of renovator and dust sampling technician qualifications (training certificates, certifications) on file.

☐ Certified renovator provided training to workers on (check all that apply):

☐ Posting warning signs

☐ Setting up plastic containment barriers

☐ Maintaining containment

☐ Avoiding spread of dust to adjacent areas

☐ Waste handling

☐ Post-renovation cleaning

☐ Test kits used by certified renovator to determine whether lead was present on components affected by renovation (identify kits used and describe sampling locations and results: _____

☐ Warning signs posted at entrance to work area.

☐ Work area contained to prevent spread of dust and debris.

☐ Windows in and within 20 feet of the work area are closed

☐ Doors in and within 20 feet of the work areas are closed and sealed

☐ Doors that must be used in the work area are covered to allow passage but prevent spread of dust.

☐ Ground covered by plastic sheeting extending 10 feet from work area – plastic anchored to the building and weighted down by heavy objects.

☐ If necessary, vertical containment installed to prevent migration of dust and debris to adjacent property.

☐ Waste contained on-site and while being transported off-site.

☐ Work site properly cleaned after renovation.

☐ All chips and debris picked up, protective sheeting misted, folded dirty side inward, and taped for removal.

☐ Work area HEPA vacuumed to get paint chips from ground surface, if necessary.

☐ Certified renovator performed post-renovation cleaning verification (describe results): _____

☐ I certify under penalty of law that the above information is true and complete.

Name and Title

Date

PRE-RENOVATION FORM -- OCCUPANT

This form is to be used by the firms contracted by the Environmental Protection Agency-Region 7 to perform Lead-Based Paint stabilization activities at the Omaha Lead Site, Omaha, Nebraska.

Occupant Confirmation

Pamphlet Receipt

☐ I have received a copy of the lead hazard information pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*, informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in/on my dwelling unit. I received this pamphlet before the work began.

Occupant Opt-out Acknowledgment

☐ (A) I confirm that I own and live in this property, that no child under the age of 6 resides here, that no pregnant woman resides here, and that this property is not a child-occupied facility.

Note: A child resides in the primary residence of his/her custodial parents, legal guardians, foster parents, or informal caretaker if the child lives and sleeps most of time at the caretaker's residence.

Note: A child-occupied facility is a pre-1978 building visited regularly by the same child, under 6 years of age, on at least two different days within any week, for at least 3 hours each day, provided that the visits total at least 60 hours annually.

☐ (B) I understand that the renovation firm, contracted by the Environmental Protection Agency (EPA), will be using lead-safe work practices required by EPA's Renovation, Repair and Painting Rule.

Printed Name of Occupant

Signature of Occupant

Date

Renovator's Self-Certification Option (for tenant-occupied dwellings only)

Instruction to Renovator: If the lead hazard information pamphlet was delivered to the owner but a tenant signature was not obtainable, you may check the appropriate box below.

☐ Declined – I certify that I have made a good faith offer to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

☐ Unavailable for signature – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left)

Printed Name of Person Certifying Delivery

Attempted Delivery Time

Signature of Person Certifying Lead Pamphlet Delivery

Date

Unit Address